

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

JOSEPH FURLONG, *et al.*,  
*individually & on behalf of all others*  
*similarly situated,*

Plaintiffs,

v.

CARVANA, LLC

Defendant.

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Case No. 5:21-cv-05400

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COMBINED EXHIBITS IN SUPPORT OF PLAINTIFF  
JOSEPH FURLONG'S  
MOTION FOR CLASS CERTIFICATION (BOOKMARKED)

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October 31, 2022

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**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

**DANA JENNINGS**, on his own behalf and )  
on behalf of other similarly situated persons, )  
1825 Penfield St. )  
Philadelphia, PA 19126-1539 )

**Case No.**

## CLASS ACTION

**JOSEPH A. FURLONG**, on his own behalf )  
and on behalf of other similarly situated )  
persons, )  
3013 Old Nazareth Rd., )  
Palmer Township, PA 18045-2447 )

## JURY TRIAL DEMANDED

**Plaintiff, )**

**V.**

**CARVANA, LLC** )  
1043 N. Front St. )  
Philadelphia, PA 19123 )

**Defendant. )**

## **NOTICE OF REMOVAL OF CARVANA, LLC**

Pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and 1453, Defendant Carvana, LLC (“Carvana”), by and through its counsel, hereby gives notice of removal of this action from the Court of Common Pleas, Philadelphia County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania, stating as follows:

## I. FACTUAL BACKGROUND

1. On or about November 5, 2021, Plaintiffs Dana Jennings and Joseph A. Furlong (“Plaintiffs”) filed their Complaint in the Court of Common Pleas, Philadelphia County, Pennsylvania captioned *Jennings, et al. v. Carvana, LLC*, Case ID 211100526. A copy of the Complaint is attached hereto as Exhibit 1. Plaintiffs served Carvana with a copy of the Complaint on November 12, 2021. *See* Summons (Ex. 2); Affidavit / Return of Service (Ex. 3).

2. Plaintiffs allege that Jennings is “an adult individual presently residing . . . in Philadelphia County.” Compl. (Ex. 1) ¶ 1.

3. Plaintiffs allege that Furlong is “an adult individual presently residing” at an address in Palmer Township, Pennsylvania. *Id.* ¶ 2.

4. Plaintiffs allege that Carvana is a “Georgia corporation.” *Id.* ¶ 3.

5. Plaintiffs seek to represent themselves as well as a class of “persons in the United States east of the Mississippi River who entered into contracts with Carvana to purchase vehicles in the two years before the commencement of this action and Carvana [allegedly] agreed to provide car registration services with non-temporary vehicle registrations in the state of their residence” and a subclass of persons from the Commonwealth of Pennsylvania who are members of the proposed class. Compl. (Ex. 1) ¶ 32.

6. The Complaint alleges that Carvana breached certain contracts with Plaintiffs and members of the proposed class and subclass when Carvana allegedly failed to provide vehicle licenses and registrations in compliance with applicable laws and regulations. *Id.* ¶¶ 11, 23, 26, 52-59.

7. The Complaint further alleges that Carvana violated Pennsylvania’s Unfair Trade Practice Consumer Protection Law (“UTPCPL”) vis-à-vis the proposed subclass by allegedly collecting registration, licensing, and/or transit fees improperly and issuing temporary registrations without the right to do so. *Id.* ¶¶ 60-68.

## II. GROUNDS FOR REMOVAL

8. This case is removable, and this Court has jurisdiction over this action under the Class Action Fairness Act (“CAFA”), 28 U.S.C. §§ 1332(d), 1441 and 1453, because (1) this case is a putative class action with more than 100 members in the proposed class, (2) there is minimal diversity, because Carvana and at least one member of the proposed class are citizens of different

states, and (3) the Complaint places in controversy an amount that exceeds \$5 million in the aggregate.

#### **A. The Proposed Class Readily Exceeds 100 Members**

9. For purposes of removal, CAFA requires that the proposed class consist of at least 100 members. *See* 28 U.S.C. § 1332(d)(5). Plaintiffs define the proposed nationwide class as “[a]ll persons in the United States east of the Mississippi River who entered into contracts with Carvana to purchase vehicles in the two years before the commencement of this action and Carvana agreed to provide car registration services with non-temporary vehicle registrations in the state of their residence.” Compl. (Ex. 1) ¶ 32. Plaintiffs then define a subclass of “[a]ll persons from the Commonwealth of Pennsylvania who are members of the Nationwide Class.” *Id.*

10. The proposed class for purposes of removal easily includes more than 100 members, given that information currently available to Carvana shows that, from November 5, 2019 through November 5, 2021, more than 100 persons in the states east of the Mississippi River (including more than 100 persons in the Commonwealth of Pennsylvania) entered into contracts with Carvana to purchase vehicles and paid certain fees related to registration, title, and/or licenses. *See, e.g., Lincoln Ben. Life Co. v. AEI Life, LLC*, 800 F.3d 99, 107 & n.30 (3d Cir. 2015) (allegations on “information and belief” are sufficient for purposes of removal petition, because removal statute tracks language of Fed. R. Civ. P. 8(a)). Accordingly, the requirement of 28 U.S.C. § 1332(d)(5) is satisfied.

#### **B. Minimal Diversity Exists Among The Parties**

11. For purposes of establishing federal jurisdiction, CAFA requires only minimal diversity, and a defendant need only show that “any member of a class of plaintiffs is a citizen of a State different from any defendant.” *See* 28 U.S.C. § 1332(d)(2)(A)

12. According to the Complaint, Plaintiffs are both residents of Pennsylvania. Compl. (Ex. 1) ¶¶ 1-2. Upon information and belief, Plaintiffs are citizens of the State of Pennsylvania for purposes of diversity jurisdiction. *See* 28 U.S.C. § 1332(a)(1). Plaintiffs also seek to represent a class of individuals from all of the states east of the Mississippi River as well as a subclass of Pennsylvania residents. *See* Compl. (Ex. 1) ¶ 32.

13. Plaintiffs allege that Carvana is a Georgia corporation. *See* Compl. (Ex. 1) ¶ 3. As alleged, Carvana would be a citizen of the State of Georgia for purposes of diversity jurisdiction. *See* 28 U.S.C. § 1332(d)(10). In fact, however, Carvana is organized under the laws of the State of Arizona and has its principal place of business in the State of Arizona. *See also* Decl. of R. Collins III (Ex. 4) at Ex. A. Carvana is thus a citizen of the State of Arizona for purposes of diversity jurisdiction. *See* 28 U.S.C. § 1332(d)(10).

14. Either in fact or as alleged, sufficient diversity of citizenship exists between Plaintiffs and Carvana or, alternatively, between at least one other member of the proposed class and Carvana, and removal is proper. *See* 28 U.S.C. § 1332(d)(2)(A).

### **C. The Amount In Controversy Exceeds \$5 Million**

15. CAFA provides that “[i]n any class action, the claims of the individual class members shall be aggregated to determine whether the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interests and costs.” 28 U.S.C. § 1332(d)(6). Where a complaint does not allege a dollar amount, a defendant’s notice of removal under CAFA need include “only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 81 (2014).

16. Plaintiffs seek actual damages, including the refund of all registration and title fees. Compl. (Ex. 1) ¶¶ 27-28; Prayer for Damages. Plaintiffs specifically allege such fees amount to \$93 for each of the Plaintiffs. Compl. (Ex. 1) at ¶¶ 27-28. Plaintiffs also seek to represent a class

of vehicle purchasers in the two years before Plaintiffs initiated this action on or about November 5, 2019. *Id.* ¶ 32. Information currently available to Carvana shows that, from November 5, 2019 through November 5, 2021, the average registration fees paid by customers in states east of the Mississippi River was \$185.63. Information currently available to Carvana also shows that, from November 5, 2019 through November 5, 2021, more than 30,000 persons in the states east of the Mississippi River entered into contracts with Carvana to purchase a vehicle and paid registration fees.

17. In addition, Plaintiffs seek treble damages under the UTPCPL. Compl. (Ex. 1) at Prayer for Damages. It is well-established that “[w]hen both actual and punitive damages are recoverable, punitive damages are properly considered in determining whether the jurisdictional amount has been satisfied.” *Neri v. State Farm Fire & Casualty Co.*, 2019 WL 3821538, at \*3 (E.D. Pa. Aug. 13, 2019) (quoting *Packard v. Provident Nat’l Bank*, 994 F.2d 1039, 1046 (3d Cir. 1993)).

18. Carvana denies any and all liability and contends that Plaintiffs’ allegations are entirely without merit. For purposes of this Notice of Removal, however, taking Plaintiffs’ factual and legal allegations as true, the amount-in-controversy exceeds \$5,000,000, exclusive of interest and costs, and satisfies the amount-in-controversy requirement of CAFA. *See* 28 U.S.C. § 1332(d)(2).

### **III. COMPLIANCE WITH REMOVAL STATUTE**

19. The Notice of Removal was properly filed in the United States District Court for the Eastern District of Pennsylvania, because the Court of Common Pleas, Philadelphia County, Pennsylvania is located in this federal judicial district. *See* 28 U.S.C. § 1441(a); 28 U.S.C. § 93(a)(1).

20. The Notice of Removal is signed pursuant to Rule 11 of the Federal Rules of Civil Procedure. *See* 28 U.S.C. § 1446(a).

21. Pursuant to 28 U.S.C. § 1446(a), attached hereto and marked as Exhibits 1 and 2, are true and correct copies of the Complaint and all process, pleadings, and orders served upon Carvana. *See* Compl. (Ex. 1); Summons (Ex. 2). Carvana has not filed an answer or other response to the Complaint in the Court of Common Pleas, Philadelphia County, Pennsylvania and is not aware of any currently pending motions in that court.

22. The Complaint was served on Carvana on November 12, 2021. *See* Affidavit / Return of Service (Ex. 3). This Notice of Removal is therefore timely under 28 U.S.C. § 1446(b)(1).

23. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served on counsel for Plaintiffs, and a copy, along with a Notice of Filing of the Notice of Removal, is also being filed with the Clerk of the Court of Common Pleas, Philadelphia County, Pennsylvania today.

24. Carvana reserves the right to amend or supplement this Notice of Removal. Carvana further reserves all rights and defenses, including those available under Federal Rule of Civil Procedure and including all rights to move to compel arbitration and/or to enforce a class waiver provision.

#### **IV. CONCLUSION**

Carvana respectfully requests that this Court exercise jurisdiction over this action and enter orders and grant relief as may be necessary to secure removal and to prevent further proceedings

in this matter in the Court of Common Pleas, Philadelphia County, Pennsylvania. Carvana further requests such other relief as the Court deems appropriate.

Dated: December 9, 2021

Respectfully submitted,

/s/ Paul G. Gagne

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IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS  
DELTA DIVISION

**FILED**  
U.S. DISTRICT COURT  
EASTERN DISTRICT ARKANSAS

JAN 19 2022

TAMMY H. DOWNS, CLERK  
By: [Signature] DEP CLERK  
PLAINTIFF

ROBERT BODNAR, on behalf of himself  
and all others similarly situated

VS.

Case No. 2:22-cv-13-BSM

CARVANA, LLC

DEFENDANT

This case assigned to District Judge Miller  
and to Magistrate Judge Volpe

**NOTICE OF REMOVAL OF CARVANA, LLC**

Pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and 1453, Defendant Carvana, LLC (“Carvana”), by and through its counsel, hereby gives notice of removal of this action from the Circuit Court of Crittenden County, Arkansas to the United States District Court for the Eastern District of Arkansas, stating as follows:

**I. FACTUAL BACKGROUND**

1. On or about October 27, 2021, Plaintiff Robert Bodnar (“Plaintiff”) filed his Complaint in the Circuit Court of Crittenden County, Arkansas captioned *Bodnar v. Carvana, LLC*, Case No. 18-cv-21-632. A copy of the Complaint is attached hereto as Exhibit 1. Plaintiff served Carvana with a copy of the Complaint on December 22, 2021. *See* Summons (Ex. 2).

2. Plaintiff alleges that Bodnar is “an adult individual presently residing . . . in West Memphis, [Arkansas].” Compl. (Ex. 1) ¶ 1.

3. Plaintiff alleges that Carvana is a “Georgia corporation.” *Id.* ¶ 2.

4. Plaintiff seeks to represent himself as well as a class of “[a]ll persons in the United States west of the Mississippi River who entered into contracts with Carvana to purchase vehicles in the two years before the commencement of this action and Carvana agreed to provide car



registration services with non-temporary vehicle registrations in the state of their residence” and a subclass of persons from the State of Arkansas who are members of the proposed class. Compl. (Ex. 1) ¶ 24.

5. The Complaint alleges that Carvana breached certain contracts with Plaintiff and members of the proposed class and subclass when Carvana allegedly failed to provide vehicle licenses and registrations in exchange for fees that Plaintiff allegedly paid. *Id.* ¶¶ 14, 16, 40-47.

6. The Complaint further alleges that Carvana violated Arkansas’ Deceptive Trade Practices Act (“DTPA”) vis-à-vis the proposed subclass by allegedly collecting registration, licensing, and/or transit fees improperly and issuing temporary registrations without the right to do so.<sup>1</sup> *Id.* ¶¶ 48-58.

## II. GROUNDS FOR REMOVAL

7. This case is removable, and this Court has jurisdiction over this action under the Class Action Fairness Act (“CAFA”), 28 U.S.C. §§ 1332(d), 1441, 1446 and 1453, because (1) this case is a putative class action with more than 100 members in the proposed class, (2) there is minimal diversity, because Carvana and at least one member of the proposed class are citizens of different states, and (3) the Complaint places in controversy an amount that exceeds \$5 million in the aggregate.

### A. The Proposed Class Readily Exceeds 100 Members

8. For purposes of removal, CAFA requires that the proposed class consist of at least 100 members. *See* 28 U.S.C. § 1332(d)(5). Plaintiff defines the proposed nationwide class as “[a]ll persons in the United States west of the Mississippi River who entered into contracts with

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<sup>1</sup> Although Count II is alleged as an “individual claim,” Paragraph 48 of the Complaint states that “[t]his claim is brought on behalf of the Plaintiff individually and on behalf of the Arkansas Title Class members.” *See* Compl. (Ex. 1) ¶ 48.

Carvana to purchase vehicles in the two years before the commencement of this action and Carvana agreed to provide car registration services with non-temporary vehicle registrations in the state of their residence.” Compl. (Ex. 1) ¶ 24. Plaintiff then defines a subclass of “[a]ll persons from the State of Arkansas who are members of the Nationwide Class.” *Id.*

9. The proposed class for purposes of removal easily includes more than 100 members, given that information currently available to Carvana shows that, from October 27, 2019 through October 27, 2021, more than 100 persons in states west of the Mississippi River (including more than 100 persons in the State of Arkansas) entered into contracts with Carvana to purchase vehicles and paid certain fees related to registration, title, and/or licenses. *See, e.g., Kolesar ex rel. Kolesar v. Evangelical Lutheran Good Samaritan Soc’y*, 2012 WL 1520283, at \*2 (E.D. Ark. Apr. 30, 2012) (accepting citizenship allegations stated “upon information and belief” in removal petition). Accordingly, the requirement of 28 U.S.C. § 1332(d)(5) is satisfied.

#### **B. Minimal Diversity Exists Among The Parties**

10. For purposes of establishing federal jurisdiction, CAFA requires only minimal diversity, and a defendant need only show that “any member of a class of plaintiffs is a citizen of a State different from any defendant.” *See* 28 U.S.C. § 1332(d)(2)(A)

11. According to the Complaint, Plaintiff is a resident of Arkansas. Compl. (Ex. 1) ¶ 1. Upon information and belief, Plaintiff is a citizen of the State of Arkansas for purposes of diversity jurisdiction. *See* 28 U.S.C. § 1332(a)(1). Plaintiff also seeks to represent a class of individuals from all of the states west of the Mississippi River as well as a subclass of Arkansas residents. *See* Compl. (Ex. 1) ¶ 24.

12. Plaintiff alleges that Carvana is a Georgia corporation. *See* Compl. (Ex. 1) ¶ 2. As alleged, Carvana would be a citizen of the State of Georgia for purposes of diversity jurisdiction. *See* 28 U.S.C. § 1332(d)(10). In fact, however, Carvana is organized under the laws of the State

of Arizona and has its principal place of business in the State of Arizona. *See* Decl. of R. Collins III (Ex. 3) at Ex. A. Carvana is thus a citizen of the State of Arizona for purposes of diversity jurisdiction. *See* 28 U.S.C. § 1332(d)(10).

13. Either in fact or as alleged, sufficient diversity of citizenship exists between Plaintiff and Carvana or, alternatively, between at least one other member of the proposed class and Carvana, and removal is proper. *See* 28 U.S.C. § 1332(d)(2)(A).

### **C. The Amount In Controversy Exceeds \$5 Million**

14. CAFA provides that “[i]n any class action, the claims of the individual class members shall be aggregated to determine whether the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interests and costs.” 28 U.S.C. § 1332(d)(6). Where a complaint does not allege a dollar amount, a defendant’s notice of removal under CAFA need include “only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014); *see also Pudlowski v. The St. Louis Rams, LLC*, 829 F.3d 963, 964 (8th Cir. 2016).

15. Plaintiff seeks actual damages, including the refund of all registration and title fees. Compl. (Ex. 1) ¶ 19; Prayer for Damages. Plaintiff specifically alleges such fees amount to \$36.39 for himself. Compl. (Ex. 1) ¶ 19. Plaintiff also seeks to represent a class of vehicle purchasers in the two years before Plaintiff initiated this action on or about October 27, 2021. *Id.* ¶ 24. Information currently available to Carvana shows that, from October 27, 2019 through October 27, 2021, the total registration fees paid by customers in states west of the Mississippi River was over \$5,000,000.

16. In addition, Plaintiff seeks penalties under the DTPA of \$10,000.00 per violation. Compl. (Ex. 1) at Prayer for Damages. Such penalties are properly considered in determining

whether the jurisdictional amount has been satisfied. *See, e.g., Pirozzi v. Massage Envy Franchising, LLC*, 938 F.3d 981, 985 (8th Cir. 2019).

17. Carvana denies any and all liability and contends that Plaintiff's allegations are entirely without merit. For purposes of this Notice of Removal, however, taking Plaintiff's factual and legal allegations as true, the amount-in-controversy exceeds \$5,000,000, exclusive of interest and costs, and satisfies the amount-in-controversy requirement of CAFA. *See* 28 U.S.C. § 1332(d)(2).

### III. COMPLIANCE WITH REMOVAL STATUTE

18. The Notice of Removal was properly filed in the United States District Court for the Eastern District of Arkansas, because the Circuit Court of Crittenden County, Arkansas is located in this federal judicial district. *See* 28 U.S.C. § 1441(a); 28 U.S.C. § 93(a)(1).

19. The Notice of Removal is signed pursuant to Rule 11 of the Federal Rules of Civil Procedure. *See* 28 U.S.C. § 1446(a).

20. Pursuant to 28 U.S.C. § 1446(a), attached hereto and marked as Exhibits 1 and 2 are true and correct copies of the Complaint and all process, pleadings, and orders served upon Carvana. *See* Compl. (Ex. 1); Summons (Ex. 2). Carvana has not filed an answer or other response to the Complaint in the Circuit Court of Crittenden County, Arkansas and is not aware of any currently pending motions in that court.

21. The Complaint was served on Carvana on December 22, 2021. *See* Summons (Ex. 2). This Notice of Removal is therefore timely under 28 U.S.C. § 1446(b)(1).

22. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served on counsel for Plaintiff, and a copy, along with a Notice of Filing of the Notice of Removal, is also being filed with the Clerk of the Court of the Circuit Court of Crittenden County, Arkansas today.

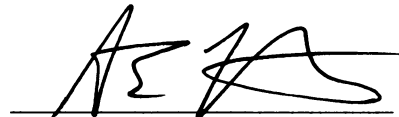
23. Carvana reserves the right to amend or supplement this Notice of Removal. Carvana further reserves all rights and defenses, including those available under Federal Rule of Civil Procedure and including all rights to move to compel arbitration and/or to enforce a class waiver provision.

#### IV. CONCLUSION

Carvana respectfully requests that this Court exercise jurisdiction over this action and enter orders and grant relief as may be necessary to secure removal and to prevent further proceedings in this matter in the Circuit Court of Crittenden County, Arkansas. Carvana further requests such other relief as the Court deems appropriate.

Dated: January 19, 2022

Respectfully submitted,



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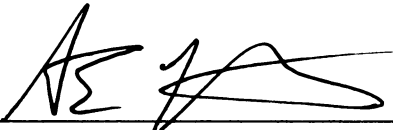
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**CERTIFICATE OF SERVICE**

I do hereby certify that a copy of the foregoing was filed on this 19th day of January 2022, and served on the following interested parties via email, and by placing a copy of the same in the U.S. Mail, with first class postage affixed thereon, addressed to:

Kathy A. Cruz  
The Cruz Law Firm, PLC  
1325 Central Ave.  
Hot Springs, AR 71901  
kathycruzlaw@gmail.com

  
\_\_\_\_\_  
Grant E. Fortson

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
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**Affidavit of Moshda Amatullah-Samad**


I, Moshda Amatullah-Samad, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/21/2022

Date

DocuSigned by:  
  
3E5D4ED672964B3...

Printed Name: Moshda Amatullah-Samad



**Name**

Moshda Amatullah-Samad

**Address**

410 Linda vista Dr  
Pontiac, MI  
48342  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

7/20/2020

**Make & Model of Vehicle Purchased**

Chevrolet Trax

**Vin Numbers**

3GNCJPSB2GL278629

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble tilting the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Apx. 17**

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

2 years - only received Title

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

YES

**Did Carvana claim its delays in providing your permanent registration**

Apx. 18

DS  
14.A

and or titling to your vehicle was due to the COVID-19 pandemic?

YES

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

NO

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

NOT APPLICABLE

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

Loss of income ; inability to sale

[REDACTED]

NO

Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?

YES

Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?

YES

Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Mark Ames**

I, Mark Ames, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/22/2022

Date

DocuSigned by:

Mark Ames

A0AD32A4CE0D4FC...

Printed Name: Mark Ames

**Name**

Mark Ames

**Address**

2105 Tosca St APT 205  
Las Vegas , NH  
89128  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

12/19/2021

**Make & Model of Vehicle Purchased**

Chevrolet Camaro

**Vin Numbers**

1G1FB1RX8K0150069

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

7 months

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

**Apx. 22**

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Monetary loss and mental distress

[REDACTED]

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
--	-------------------------------

**AFFIDAVIT OF LASHAWN ANDERSON**

I, **Lashawn Anderson**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/22/2022

\_\_\_\_\_  
Date

DocuSigned by:  
*La Shawn Anderson*  
81C964D1EF5A4D6...

\_\_\_\_\_  
Printed Name: **Lashawn Anderson**



**bob.cocco@phillyconsumerlaw.com**

---

**From:** Consumer Law Center <[REDACTED]>  
**Sent:** Thursday, October 13, 2022 7:14 AM  
**To:** bob.cocco@phillyconsumerlaw.com  
**Subject:** New Entry: Carvana Blog Contact Form

**Name**

Lashawn Anderson

**Address**

3850 Sixes Road  
Prince Frederick, MD  
20678  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]

**Date Vehicle Purchased from Carvana**

1/21/2022

DS  
La

---

**Make & Model of Vehicle Purchased**

Chevrolet Traverse - LT Sport Utility 4D 2015 Chevrolet Traverse LT Sport Utility 4D

---

**Vin Numbers**

1GNKRHKD1FJ311444

---

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

---

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

---

**Did Bridgecrest provide financing for your vehicle?**

YES

---

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

DS  
La

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

DS  
La

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

I paid for inspection repairs and the inspection twice totaling 847.00

---

**Do you have an attorney already representing you?**

NO

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

DS  
LA

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

<sup>DS</sup>  
*La*

Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF BRITTANY BAKER**

I, Brittany Baker, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/22/2022

\_\_\_\_\_  
Date

DocuSigned by:  
*Brittany Baker*  
A9AFA93C944A484...

\_\_\_\_\_  
Printed Name: Brittany Baker

**Name**

Brittany Baker

---

**Address**

3288 susan circle  
Ingleside, TX  
78362  
US

---

**Phone**

[REDACTED]

---

**Email**

[REDACTED]

---

**Date Vehicle Purchased from Carvana**

8/24/2021

---

**Make & Model of Vehicle Purchased**

Mazda CX-9

---

**Vin Numbers**

JM3TCACY3J0209687

---

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

---

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

---

**Did Bridgecrest provide financing for your vehicle?**

NO

---

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

328 days

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

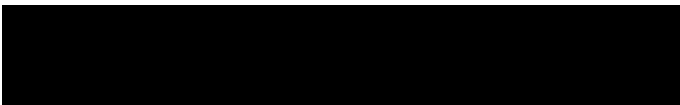
NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

I was pulled over multiple times for having "illegal license plates". More than 1 officer threatened to have my vehicle taken because it appeared to be stolen. Carvana offered no support or help during any of those times.





---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Tina Biller**

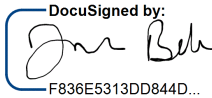
I, Tina Biller, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/21/2022

Date

DocuSigned by:  
  
F836E5313DD844D...

Printed Name: Tina Biller

**Name**

Tina Biller

**Address**

3010 Whispering Woods Dr NE  
New Salisbury, IN  
47161  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

8/24/2021

**Make & Model of Vehicle Purchased**

BMW 128i

**Vin Numbers**

WBAUN1C59BVH77959

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Apx. 35**

DS  
TB

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

3 months

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration**

Apx. 36

DS  
TB

**and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

I was pulled over and threatened to have my car towed and made to find my own way home from Michigan.

[REDACTED]

NO

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Holly Boland**

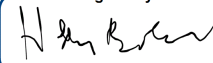
I, Holly Boland, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/21/2022

Date

DocuSigned by:  
  
7DD8FD8345144EA...

Printed Name: Holly Boland

**ame**

Holly Boland

**Address**

218 W Ramshorn #1851  
Dubois , WY  
82513  
US

**Phone**

[REDACTED]

**Email**

catboland@ [REDACTED] .com

**Date Vehicle Purchased from Carvana**

1/15/2022

**Make & Model of Vehicle Purchased**

Cadillac SRX

**Vin Numbers**

3GYFNEE35ES581047

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Apx. 39**

DS  
HB

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

5 months

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration**

Apx. 40



and or titling to your vehicle was due to the COVID-19 pandemic?

YES

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

NO

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

NOT APPLICABLE

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

The unknown of the registration, especially when I was transferred for work and needed the car.

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED] 4

Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?

NO

Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?

YES

Sent from [Consumer Law Center](#)

Apx. 41

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Tierrany Boyle**

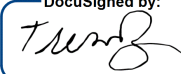
I, Tierrany Boyle, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/21/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
1A73307EBD58470...

\_\_\_\_\_  
Printed Name: Tierrany Boyle

**Name**

Tierrany Boyle

**Address**

1710 MacArthur Road  
Whitehall, PA  
18052  
US

**Phone**

[REDACTED]

**Email**

et [REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

4/2/2022

**Make & Model of Vehicle Purchased**

Hyundai Elantra

**Vin Numbers**

5NPDH4AE4GH769996

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

Apx. 43

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

YES

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

100+ days after expire

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

My temporary registration expired and I had no new plates to legally drive.

---

**Apx. 44**

Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?

YES

Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF JENNIFER BRAY**

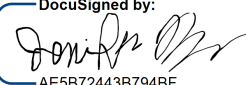
I, Jennifer Bray, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/22/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
AE5B72443B794BF...

\_\_\_\_\_  
Printed Name: Jennifer Bray

**Name**

Jennifer Bray

**Address**

16733 Loartown Rd SW  
Frostburg, MD  
21532  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]

**Date Vehicle Purchased from Carvana**

5/3/2021

**Make & Model of Vehicle Purchased**

2020 Ford Ecosport

**Vin Numbers**

MAJ3S2GE9LC357495

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

YES

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

17 months

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Almost 3000\$ paid in a rental car out of pocket they refuse to compensate for after admitting fault

---



Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?

YES

Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
--	-------------------------------

**Affidavit of Terri Burton**

I, Terri Burton, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/21/2022

Date

DocuSigned by:

*Terri Burton*

5DDEA59FDD97401...

Printed Name: Terri Burton

**Name**

Terri Burton

---

**Address**

4718 Canaan Pl  
Corpus Christi, TX  
78413  
US

---

**Phone**

[REDACTED] 747747

---

**Email**

legomom [REDACTED]@com

---

**Date Vehicle Purchased from Carvana**

6/1/2021

---

**Make & Model of Vehicle Purchased**

2017 VW Golf GTI

---

**Vin Numbers**

3VW4T7AU2HM065599

---

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

---

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

---

**Did Bridgecrest provide financing for your vehicle?**

NO

---

**Apx. 51**

DS  
TB

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

I never received it. After 8 months & 10 days I did a buyback and purchased another vehicle with carvana

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

Apk 52

YES

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Mental anguish

[REDACTED]  
N

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
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**AFFIDAVIT OF MALCOLM CANADA**

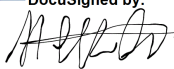
I, Malcolm Canada, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/24/2022

Date

DocuSigned by:  
  
93E9422050494EF...

Printed Name: Malcolm Canada

**Name**

Malcolm Canada

**Address**

111 Buddy Lane  
Chimney Rock, NC  
28720  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]

**Date Vehicle Purchased from Carvana**

9/21/2021

**Make & Model of Vehicle Purchased**

Subaru Crosstrek XV 2015

**Vin Numbers**

JF2GPAMC0F8284407

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

90 days

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Delayed health/medical treatment, Closing date on home purchase pushed back, kids missed registration for school, unable to get to job interviews, unable to get to Veterans Administration Hospital appointments





---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
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**Affidavit of Jeanette Carawan**

I, Jeanette Carawan, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/21/2022

\_\_\_\_\_  
Date

DocuSigned by:  


\_\_\_\_\_  
Printed Name: Jeanette Carawan

**Name**

Jeanette Carawan

**Address**

305 Eleanor Ave  
Kingsland, GA  
31548  
US

**Phone**

[REDACTED]

**Email**

greyrose[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

5/8/2021

**Make & Model of Vehicle Purchased**

Hyundai Kona

**Vin Numbers**

KM8K1CAA8KU279073

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

Apx. 59

YES

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

YES

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

6 months

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

YES

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

.

Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?

YES

Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
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**AFFIDAVIT OF DERALYNN CASTRO**

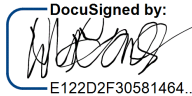
I, DeraLynn Castro, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/23/2022

Date

DocuSigned by:  
  
E122D2F30581464...

Printed Name: DeraLynn Castro



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** <[REDACTED]>  
To: phillip@marylandcons

Thu, Oct 20, 2022 at 4:43 PM

**Name**

DeraLynn Castro

**Address**4585 Champagne Ln  
Eugene , OR  
97404  
US**Phone**

+ [REDACTED]

**Email**

[REDACTED]

**Date Vehicle Purchased from Carvana**

10/17/2021

**Make & Model of Vehicle Purchased**

2011 Hyundai Sonata

**Vin Numbers**

5NPEB4AC6BH143640

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

Apx. 63

DS  
DC

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Stress, and safety for my two children and I and my unborn child since I'm pregnant. Driving a vehicle I'm paying for a whole year and my car is illegal

---

**Do you have an attorney already representing you?**

NO

---



**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
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**AFFIDAVIT OF JENNIFER CHAMPLIN**

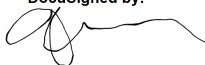
I, **Jennifer Champlin**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/24/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
945220CD10B8405...

\_\_\_\_\_  
Printed Name: **Jennifer Champlin**



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** [REDACTED] >  
To: phillip@marylandcons

Thu, Oct 20, 2022 at 12:33 PM

**Name**

Jennifer Champlin

**Address**5530 S Scarff Rd  
New Carlisle, OH  
45344  
US**Phone**  
[REDACTED]**Email**  
[REDACTED]**Date Vehicle Purchased from Carvana**

11/19/2021

**Make & Model of Vehicle Purchased**

Chrysler Pacifica

**Vin Numbers**

2C4RC1FG2KR710776

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

YES

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

Apx. 67

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

NO

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

3 months

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

NO

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

I couldn't refinance the car, lowering my payment by over \$100

---

**Do you have an attorney already representing you?**

NO

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  <div style="text-align: right;">Plaintiffs,</div> <div style="text-align: center;">v.</div> <b>CARVANA, LLC,</b>  <div style="text-align: right;">Defendant.</div>	Case No. 5:21-cv-05400
--	------------------------

**AFFIDAVIT OF TIM COMMERFORD**

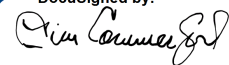
I, **Tim Commerford**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/21/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
3BC37F64BE4D4F7...

\_\_\_\_\_  
Printed Name: **Tim Commerford**



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** [REDACTED]  
To: phillip@marylandconsumer.com

Fri, Oct 14, 2022 at 9:53 PM

**Name**

Tim Commerford

**Address**587 Summerfield Rd Apt 14  
Santa Rosa, CA  
95405  
US**Phone**  
[REDACTED]**Email**  
[REDACTED]**Date Vehicle Purchased from Carvana**

12/7/2021

**Make & Model of Vehicle Purchased**

Jeep Cherokee

**Vin Numbers**

1C4PJLCS8FW542303

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

Apx. 71

DS

Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?

NO

Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?

YES

Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?

YES

Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?

YES

If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?

8 months

Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?

NO

Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?

YES

Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?

NO

Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?

NO

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

NO

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

NOT APPLICABLE

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

Nothing else with registration. However, there was hidden damage requiring a complete engine replacement 3 months after purchase.



**Do you have an attorney already representing you?**

NO

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Tymir Cunningham**


I, Tymir Cunningham, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/23/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
EFF605B9AC534BE...

\_\_\_\_\_  
Printed Name: Tymir Cunningham

**Name**

tymir cunningham

**Address**

4545 n gratz street  
philadelphia, PA  
19144  
US

**Phone**

[REDACTED]

**Email**

tymir.cunningham@gmail.com

**Date Vehicle Purchased from Carvana**

9/24/2021

**Make & Model of Vehicle Purchased**

2018 Dodge Durango

**Vin Numbers**

1C4RDHDG2JC302262

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

**Apx. 75**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

YES

**If your vehicle was repossessed, when did that occur?**

09/01/2022

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

YES

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

LOSS OF WORK FOR NOT HAVING TRANSPORTATION

**Apx. 76**

N

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**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

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**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
--	-------------------------------

**Affidavit of Shefau Dabre**

I, Shefau Dabre, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/23/2022

Date

DocuSigned by:  
*Shefau Dabre*  
CFD668DA2C51498...

Printed Name: Shefau Dabre

**Name**

Shefau Dabre

**Address**

1558 Ella T Grasso Blvd  
New Haven, CT  
06511  
US

**Phone**

[REDACTED]

**Email**

s[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

9/24/2021

**Make & Model of Vehicle Purchased**

Volkswagen CC

**Vin Numbers**

WVWRP7AN5DE540510

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Apx. 79**

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

3 months

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration**

ApX-80

DS  
SD



**and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

I had to pay for my own registration

[REDACTED]

NO

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Joshua Davis**

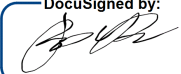
I, Joshua Davis, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/22/2022

Date

DocuSigned by:  
  
30BC4BEA3A8F41E...

Printed Name: Joshua Davis

**Name**

Joshua Davis

**Address**

3970 Laurel AVE SE  
Highland City, FL  
33846  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

12/2/2021

**Make & Model of Vehicle Purchased**

Ford Mustang

**Vin Numbers**

1ZVBP8EM4D5237210

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

NO

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

3 months

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

YES

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Multiple hours spent trying to resolve the issue, mental stress, threats by landlord to remove the vehicle, lack of transportation

[REDACTED]

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

NO

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
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**Affidavit of Patrick Day**


I, Patrick Day, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/23/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
6CA240319F4243B...

\_\_\_\_\_  
Printed Name: Patrick Day

**Name**

Patrick Day

**Address**

1104 clarion dr  
Gillette , WY  
82718  
US

**Phone**

[REDACTED] 40

**Email**

dayryan.[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

11/12/2020

**Make & Model of Vehicle Purchased**

BMW x5

**Vin Numbers**

5uxzw0c59cl669205

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO


**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Apx. 87**

DS  


**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

YES

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

YES

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

11 months

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**


YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration**

ApX-88

DS  




**and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Wasn't able to get to work

[REDACTED]

NO

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF Roger Dearth**

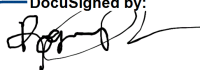
I, Roger Dearth, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/29/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
56B3CE39746C47D...

\_\_\_\_\_  
Printed Name: Roger Dearth



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** >  
To: phillip@marylandcons

Fri, Oct 28, 2022 at 11:06 AM

**Name**

Roger Dearth

**Address**16 azalea circle  
Elkton, MD  
21921  
US**Phone****Email****Date Vehicle Purchased from Carvana**

4/28/2021

**Make & Model of Vehicle Purchased**

Jeep cherokee

**Vin Numbers**

1c4pjldb0ld514887

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

Apx. 91

Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?

NO

Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?

YES

Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?

NO

Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?

NO

Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?

NO

Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?

YES

Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?

NO

Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?

YES

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

YES

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

NOT APPLICABLE

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

Stress

Do you have an attorney already representing you?

YES

If you already have an attorney representing you, what is the attorney's name and

Apr. 92

DS  
RD

**phone number?**

Robert cocco

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**


YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

A blue rectangular box containing the letters "DS" in the top right corner and the handwritten initials "RD" in the center.

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF SARINA DIXON**

I, **Sarina Dixon**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/24/2022

\_\_\_\_\_  
Date

DocuSigned by:

*Sarina Dixon*

D953F7E408394B1

\_\_\_\_\_  
Printed Name: **Sarina Dixon**



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** <[REDACTED]>  
To: phillip@marylandconsumer.com

Thu, Oct 13, 2022 at 1:20 AM

**Name**

Sarina Dixon

**Address**429eisenbrown  
Readingl, PA  
19605  
US**Phone**  
[REDACTED]**Email**  
[REDACTED]**Date Vehicle Purchased from Carvana**

10/14/2020

**Make & Model of Vehicle Purchased**

Jetta Volkswagen

**Vin Numbers**

[REDACTED] 3vB7AJGM414982

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

Apx. 95

DS  
SD

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NO

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Financial

---

**Do you have an attorney already representing you?**

NO

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**Would you like one of the attorneys or agents suing Carvana to contact you within**

**Apx. 96**



**24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
--	-------------------------------

**AFFIDAVIT OF CONNOR FLOOD**

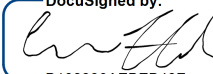
I, Connor Flood, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/23/2022

Date

DocuSigned by:  
  
B108390AEBEB48F...

Printed Name: Connor Flood



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** <[REDACTED]>  
To: phillip@marylandcons

Wed, Oct 19, 2022 at 12:12 PM

**Name**

Connor Flood

**Address**2853 W Shakespeare Ave Apt 1  
Chicago , IL  
60647  
US**Phone**  
[REDACTED]**Email**  
[REDACTED]**Date Vehicle Purchased from Carvana**

3/13/2018

**Make & Model of Vehicle Purchased**

GMC Terrain

**Vin Numbers**

2GKALNEK4H6314163

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

Apx. 99

DS  
C F

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

13 months

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Lots of gas/mileage. They had me driving back and forth from Illinois to Michigan chasing nothing

---

**Do you have an attorney already representing you?**

NO

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**DANA JENNINGS**

And

**JOSEPH A. FURLONG,**

*On their individual behalf and on behalf  
of other similarly situated persons,*

Plaintiffs,

v.

**CARVANA, LLC**

Defendant.

Case No.: 5:21-cv-05400-EGS

**DECLARATION OF JOSEPH FURLONG**

---

Joseph Furlong, being first duly sworn, deposes and states the following:

1. I have personal knowledge of the facts set forth herein.
2. I submit this declaration in support of the Plaintiffs' Motion to Certify a Class, Appoint Plaintiffs as Class Representatives and Class Counsel.
3. I understand the claims asserted on my behalf and on behalf of other persons like me across the country and the Commonwealth of Pennsylvania in this case.
4. I agreed before the commencement of this action and at all times thereafter to serve in this action as a named representative on behalf of other, similar consumers like me who purchased a vehicle from Carvana, LLC who promised to timely provide permanent title and registration of the vehicles. As a proposed named representative of these groups of similar persons I have and will continue to fulfil my duties as required in this action including:

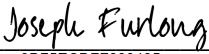
- a. Retaining experienced counsel in consumer protection matters to represent the interests of the potential class members in this action and other similar actions.
  - b. Authorizing my engaged counsel to investigate the claims presented to the Court for the purposes of protecting the rights of the potential class members.
  - c. Reviewing court papers and appearing in court proceedings as necessary (including answering questions at depositions as necessary and appropriate).
  - d. Putting my individual rights aside for the greater good of others like me who have been subjected to similar conduct and omissions by Carvana's practice of failing to timely provide permanent title and registration of some of the vehicles sold by it.
5. I have agreed and am prepared do all that is reasonably necessary to protect the rights of persons like me who may be represented by this case in this Court.
  6. I do not have any adverse interests that prevent me from representing the class as I want the same thing any other person in the same circumstance would want: the right to timely obtain the permanent title and registration of the vehicles we purchased from Carvana without fear of being unable to drive to work, school, or be prevented otherwise from engaging in our daily responsibilities because Carvana did not live to its promises.
  7. On June 3, 2021, I financed purchase of a vehicle from Carvana including payment of \$109.00 for registration, license, and title fees to Carvana to be paid over by Carvana to public officials to process and provide to me the permanent transfer of title and registration to the vehicle I purchased.

8. I understood, based on my prior experience purchasing motor vehicles in the Commonwealth of Pennsylvania that permanent registration to the vehicle I purchased would be processed within 30 – 45 days of my purchase.
9. After purchase of the vehicle from Carvana, to drive the vehicle it provided me temporary tags from the states of Arizona and Tennessee neither of which states have I resided in nor intended to reside in nor drive my vehicle.
10. Like hundreds of others around the country (based on the evidence my counsel has gathered at my direction to present to the Court), I did not timely receive my Pennsylvania permanent registration and title to the vehicle I purchased from Carvana which delayed doing so for a period of more than six (6) months from purchase of the vehicle which was a violation of my agreement with Carvana and also the law as I understand it in the Commonwealth (and my prior experience with every other car dealer I did business).
11. I was damaged by Carvana's broken promises and omissions as would anyone else in similar circumstances. No person should have to sue to force Carvana to honor its contractual promises which it has continued to break according to the testimony provided by the potential class members across the country. However, we are left with no alternative given the circumstances created entirely by Carvana's failure to honor its promises.

I swear under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

10/30/2022

**Date**

DocuSigned by:  
  
9D75ECDFF283435...  
**Joseph A. Furlong**



**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Jeffrey Galen**


I, Jeffrey Galen, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/24/2022

Date

DocuSigned by:  
  
71B98E26E6F44EC...

Printed Name: Jeffrey Galen

**Name**

Jeffrey Galen

**Address**

90 lakeview dr  
Elverson, PA  
19520  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

7/28/2021

**Make & Model of Vehicle Purchased**

GMC Sierra 1500

**Vin Numbers**

3gtu2nec5jg416165

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

NO

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

Apx. 106

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

8 months

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Had to purchase another truck.

---

[REDACTED]

N

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF ERIK GARDNER**

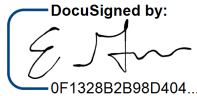
I, Erik Gardner, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/26/2022

Date

DocuSigned by:  
  
0F1328B2B98D404...

Printed Name: Erik Gardner



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

2 messages

**Consumer Law Center** <[REDACTED]>  
To: phillip@marylandconsumer.com

Tue, Oct 18, 2022 at 5:41 PM

**Name**

Erik Gardner

**Address**3248 rustic lane  
Crown Point , IN  
46307  
US**Phone**

[REDACTED]

**Email**

[REDACTED]

**Date Vehicle Purchased from Carvana**

6/24/2022

**Make & Model of Vehicle Purchased**

Audi A7

**Vin Numbers**

WAU2GAFC8DN063834

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

YES

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

Apx. 110

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

Still waiting

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Ability to work and dealing with while at work which hurts my efficiency at work

---

**Do you have an attorney already representing you?**

NO

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**Consumer Law Center** <erikgardner89@gmail.com>  
To: phillip@marylandconsumer.com

Tue, Oct 18, 2022 at 6:23 PM

[Quoted text hidden]



**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Tug Gokaydin**

I, Tug Gokaydin, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/21/2022

Date

DocuSigned by:  
*Tug Gokaydin*  
2525E86BBE2E4F2...

Printed Name: Tug Gokaydin

**Name**

Tug Gokaydin

**Address**

8545 W. Warm Springs Rd. Ste A4 - 147  
Las Vegas, NV  
89113  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

9/19/2021

**Make & Model of Vehicle Purchased**

Toyota Tundra

**Vin Numbers**

5TFHY5F19MX015960

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

Apx. 114

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

180 Days

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Was not able to go for a planned trip to road trip to Canada with Temp. Plates.

---

**Apx. 115**

[REDACTED]

N

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF JAMIE GROSS**

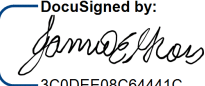
I, **Jamie Gross**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/24/2022

Date

DocuSigned by:  
  
3C0DEE08C64441C...

Printed Name: **Jamie Gross**



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** <J[REDACTED]>  
To: phillip@marylandconsumer.com

Mon, Oct 24, 2022 at 1:01 PM

**Name**

Jamie Gross

**Address**5008 Cowden St  
Fort Worth, TX  
76114  
US**Phone**  
[REDACTED]**Email**  
[REDACTED]**Date Vehicle Purchased from Carvana**

3/17/2021

**Make & Model of Vehicle Purchased**

Dodge Journey

**Vin Numbers**

3C4PDCAB4JT496462

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

Ap. 118

Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?

YES

Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?

YES

Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?

NO

Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?

NO

If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?

Never rec'd

Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?

NO

Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?

YES

Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?

NO

Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?

YES

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

NO

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

NOT APPLICABLE

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

Extreme stress, especially as related to the potential delay of my foster to adopt licensing due to not having a legally registered vehicle to transport children. Plus, the headache of dealing with Carvana and Bridgecrest for over a year regarding registration. Eventually, thanks to persistence and contacting this firm, I was able to get my money back and return the car. But

Apx 119

DS  
JL

I believe there is damage to my credit due to this and my rights were definitely violated. I have emails and text messages showing how I was given the runaround.

---

**Do you have an attorney already representing you?**

NO

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

DS  




**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
--	-------------------------------

**AFFIDAVIT OF ISRAEL GUTIERREZ**

I, **Israel Gutierrez**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/28/2022

\_\_\_\_\_  
Date

DocuSigned by:  
*Israel Gutierrez*  
8F41154DE65A472...

\_\_\_\_\_  
Printed Name: **Israel Gutierrez**

DS  
16



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** <[REDACTED]>  
To: phillip@marylandconsumer.com

Mon, Oct 24, 2022 at 9:05 PM

**Name**

Israel Gutierrez

**Address**2113 [lincoln way west](#)  
south bend, IN  
46628  
US**Phone**  
[REDACTED]**Date Vehicle Purchased from Carvana**

6/4/2022

**Make & Model of Vehicle Purchased**

Ford c-max 2013

**Vin Numbers**

1FADP5AUXDL510135

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

Apx. 122

DS  
16

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

As a result of having expired temp plates i had to find other methods of travel included paying others for use of their vehicles. Ive been impeded from going to work on several occasions as a result of not having a legal to drive car

---

**Do you have an attorney already representing you?**

NO

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Barry Halfin**

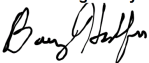
I, Barry Halfin, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/22/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
EB5B683AD5394A2...

\_\_\_\_\_  
Printed Name: Barry Halfin

**Name**

Barry Halfin

**Address**

8317 Cedarbrake Drive  
Houston, TX  
77055  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

9/28/2021

**Make & Model of Vehicle Purchased**

2017 Chevy Silverado 1500 Double Cab

**Vin Numbers**

1GCRCREC0HZ179668

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble tilting the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

NO

**Apx. 126**

DS  
B.H.

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

YES

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

Over 7 months after purchasing vehicle

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration**

Apx. 127

**and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NO

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

PAID CASH FOR THE TRUCK . TOOK OVER 7 MONTHS TO GET REGISTRATION, PLATES AND TITLE. HAD TO PAY \$30.00 DOLLARS FOR 1 MONTH TEMPORARY PLATES. GOT PULLED OVER BY POLICE NUMEROUS TIMES FOR NO PLATES AND REGISTRATION STICKER. FILED A COMPLAINT THROUGH THE TEXAS DEPT OF MOTOR VEHICLES. RAN SCARED EVERY TIME I DROVE THE TRUCK, EXPECTING TO BE PULLED OVER. DIDN'T GO TO CERTAIN PLACES OR TAKE CERTAIN TRIPS

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED] 0200

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**Apx. 128**

DS  
B.H.



Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  <div style="text-align: right;">Plaintiffs,</div> <div style="text-align: center;">v.</div> <b>CARVANA, LLC,</b>  <div style="text-align: right;">Defendant.</div>	Case No. 5:21-cv-05400
--	------------------------

**AFFIDAVIT OF MELISSA HALL**

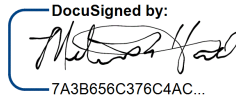
I, **Melissa Hall**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/24/2022

Date

DocuSigned by:  
  
7A3B656C376C4AC...

Printed Name: **Melissa Hall**



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** <[REDACTED]>  
To: phillip@marylandconsumer.com

Mon, Oct 24, 2022 at 10:42 AM

**Name**

Melissa Hall

**Address**[239 Henry Rd](#)  
Columbia , LA  
71418  
US**Phone**

[REDACTED]

**Email**

[REDACTED]

**Date Vehicle Purchased from Carvana**

1/30/2021

**Make & Model of Vehicle Purchased**

Infiniti Q70

**Vin Numbers**

JN1BY1AP5GM221389

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

Apx. 131

Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?

NO

Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?

YES

Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?

NO

Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?

NO

Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?

YES

Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?

YES

Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?

NO

Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?

YES

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

YES

If your vehicle was repossessed, when did that occur?

10/17/2022

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

YES

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

Down payment and monthly payments \$19,000

Do you have an attorney already representing you?

Apr 132

DS



NO

**If you already have an attorney representing you, what is the attorney's name and phone number?**

N/A


**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

DS  


**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF GERALD HAWTHORNE**

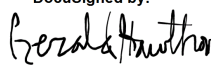
I, Gerald Hawthorne, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/24/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
55F3BC76ADC642E...

\_\_\_\_\_  
Printed Name: Gerald Hawthorne



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** <[REDACTED]>  
To: phillip@marylandcons

Wed, Oct 19, 2022 at 4:04 PM

**Name**

Gerald Hawthorne

**Address**7714 Brookside rd  
Pearland, TX  
77581  
US**Phone**  
[REDACTED]**Email**  
[REDACTED]**Date Vehicle Purchased from Carvana**

9/3/2020

**Make & Model of Vehicle Purchased**

Mercedes E350

**Vin Numbers**

WDDHF5KB9DA768031

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

Ap. 135

Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?

YES

Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?

YES

Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?

NO

Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?

NO

Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?

YES

Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?

YES

Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?

NO

Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?

YES

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

NO

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

YES

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

My credit took a dramatic hit due to lack of communication between Carvana and Bridgecrest during a supposed rebuild to my contract and then supposedly switching vehicles to one I could get registration for that never happened. The rebuild process occurred 2 maybe 3 times since I've had the vehicle and that took nearly a year to complete, and Carvana told me that billing to the vehicle was at a halt but then Bridgecrest contacted me and stated that Carvana had not told them about changes being made and that I was in threat of repossession due to none payment and that they had done a write off on my credit and it severely damaged my credit score and I had to pay at the least 2500 to stop the repossession which placed me in financial hardships of not being able to do for me or my family as I could of have been without having to pay that huge amount at one time and I'm behind on my notes because I had to

Apx. 136

DS  
G H



get an extension from Bridgecrest and I have to pay more than my monthly payment of 521.00 to get caught up. Before all of this I never missed a payment or was late on it, Carvana really placed me in a bad situation and was lying to me about the registration and misrepresented me to Bridgecrest further damaging my situation with the car. Carvana also never told me they were finished with the rebuild which finished in December of 2021, I was contacted by Bridgecrest in 2022 that the car was up for repossession. I spoke with maybe 50 different Carvana agents who kept me confused during this registration process and ran into two very rude, pushy, and lying carvana agents who where supposed to be helping with the rebuild and the trading of the car and both failed me and kept me stringing along with empty promises of trading the car for another that could get proper registration or just getting registration for the car I have. It was a horrible experience that I have not lived down yet.

---

**Do you have an attorney already representing you?**

YES

---

**If you already have an attorney representing you, what is the attorney's name and phone number?**

Robert Cocco 215 351 0200

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Jeff Hayley**

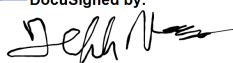
I, Jeff Hayley, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/22/2022

Date

DocuSigned by:  
  
3EDF9B7E570B4FB...

Printed Name: Jeff Hayley

**Name**

Jeff Hayley

**Address**

726 n colfax st  
Griffith, IN  
46319  
US

**Phone**

[REDACTED] 22

**Email**

[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

8/16/2021

**Make & Model of Vehicle Purchased**

Chevy equinox 2017

**Vin Numbers**

2gnflfe38h6263953

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Apx. 139**

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

10-11 months

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration**

**Apx. 140**

and or titling to your vehicle was due to the COVID-19 pandemic?

NO

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

NO

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

NOT APPLICABLE

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

Physical/mental stress,time,

[REDACTED]

NO

Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?

YES

Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?

YES

Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
--	-------------------------------

**AFFIDAVIT OF OLLIE HOOPS**

I, Ollie Hoops, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/21/2022

Date

DocuSigned by:  
*Ollie Hoops*  
A5CAE688ED3D4CB...

Printed Name: Ollie Hoops

**Name**

Ollie Hoops

---

**Address**

21334 Park York Dr  
Katy , TX  
77450  
US

---

**Phone**

[REDACTED]

---

**Email**

[REDACTED]

---

**Date Vehicle Purchased from Carvana**

5/1/2021

---

**Make & Model of Vehicle Purchased**

discovery Landrover

---

**Vin Numbers**

081278956899665

---

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

---

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

---

**Did Bridgecrest provide financing for your vehicle?**

YES

---

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

**Apx. 143**

DS  
04

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

YES

---

**If your vehicle was repossessed, when did that occur?**

08/10/2022

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

YES

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

I'm depressed i have to start over and the car was no good the auto place said it had a oil problem and break problem way before i had it but i didn't look into it further because it's hard to talk to someone at carvana so when i called i was trying to get my title and registration straight because i worked out of town so i was stopped a lot going back and forth

**Apx. 144**

DS  
04





---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Sonya Jackson**

I, Sonya Jackson, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/21/2022

Date

DocuSigned by:  
**SONYA JACKSON**  
FA5C44C245BA405...

Printed Name: Sonya Jackson

**Name**

Sonya Jackson

**Address**

2094 TigerFlower DR NW  
Atlanta, GA  
30314  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

5/24/2021

**Make & Model of Vehicle Purchased**

Jaguar XE

**Vin Numbers**

SAJAD4BG9HA966851

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Apx. 147**

DS  
[Signature]

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

9 1/2 months

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

Apx. 148

NO

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

inconvenience, mental and emotional stress

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED] 200

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
--	-------------------------------

**AFFIDAVIT OF NICHOLAS WOODS**

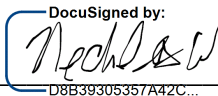
I, **Nicholas Woods**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/30/2022

Date

DocuSigned by:  
  
D8B39305357A42C...

Printed Name: **Nicholas Woods**

**bob.cocco@phillyconsumerlaw.com**

---

**From:** Consumer Law Center [REDACTED]  
**Sent:** Wednesday, October 12, 2022 2:56 PM  
**To:** bob.cocco@phillyconsumerlaw.com  
**Subject:** New Entry: Carvana Blog Contact Form

DS  
NW

**Name**

Nicholas Woods

**Address**

12 Thomas St  
Newark, NJ  
07114  
US

**Phone**

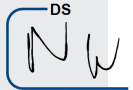
[REDACTED]

**Email**

[REDACTED]

**Date Vehicle Purchased from Carvana**

12/17/2021



---

**Make & Model of Vehicle Purchased**

2017 Kia Sorento Lx

---

**Vin Numbers**

5xytg4a31hg249018

---

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

---

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

---

**Did Bridgecrest provide financing for your vehicle?**

YES

---

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO



DS  
NW

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

---

**If you answered the previous question yes, approximately how many days, months, or years after purchase did you receive your permanent registration and/or title paperwork?**

0

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

DS  
NW

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

YES

---

**If your vehicle was repossessed, when did that occur?**

09/04/2022

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

YES

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Arrested , penalized,

DS  
NW

**Do you have an attorney already representing you?**

NO

**If you already have an attorney representing you, what is the attorney's name and phone number?**

N/A

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF ERIC KEYS**

I, Eric Keys, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/21/2022

Date

DocuSigned by:  
*Eric Keys*  
B8E683A748934E5...

Printed Name: Eric Keys



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center**  
To: phillip@marylandcon

Fri, Oct 14, 2022 at 3:16 PM

**Name**

Eric Keys

**Address**[3709 Onset Lane](#)  
Waldorf , MD  
20601  
US**Phone****Email****Date Vehicle Purchased from Carvana**

12/22/2021

**Make & Model of Vehicle Purchased**

Mercedes Benz GLC 300

**Vin Numbers**

WDC0G4JB5F439707

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

NO

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

Apx. 157

DS  
Ek

Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?

NO

Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?

YES

Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?

NO

Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?

YES

If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?

6 months after

Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?

NO

Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?

YES

Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?

NO

Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?

YES

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

NO

If your vehicle was repossessed, when did that occur?

12/22/2021

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

NOT APPLICABLE

What other damages or losses do you believe you sustained as a result of Carvana

Apr. 158

DS  
Ek

**selling you a vehicle that it could not provide permanent registration and/or title?**

Emotional distress

---



**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
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**AFFIDAVIT OF ALEXANDER KING**

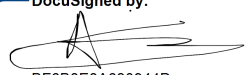
I, Alexander King, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/21/2022

Date

DocuSigned by:  
  
BF6B8E8A630944D...

Printed Name: Alexander King





Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** <[REDACTED]>  
To: phillip@marylandcons

Sun, Oct 16, 2022 at 11:22 PM

**Name**

Alexander King

**Address**[399 Lumbee Circle](#)  
Pawleys Island, SC  
29585  
US**Phone**  
[REDACTED]**Email**  
[REDACTED]**Date Vehicle Purchased from Carvana**

1/8/2021

**Make & Model of Vehicle Purchased**

Tesla Model. 3

**Vin Numbers**

5YJ3E1EB0JF145072

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

Ap. 161

DS  
ak

Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?

NO

Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?

YES

Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?

NO

Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?

YES

If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?

613 Days

Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?

NO

Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?

YES

Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?

NO

Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?

YES

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

NO

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

NOT APPLICABLE

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

Loss of potential income. Loss of freedom. Direct damages via renting additional vehicles. Mental abuse from Carvana employees.

**Do you have an attorney already representing you?**

NO

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
--	-------------------------------

**Affidavit of Brian Lane**


I, Brian Lane, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/21/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
BF7C745FF1EF4BA...

\_\_\_\_\_  
Printed Name: Brian Lane

**Name**

Brian Lane

**Address**

307 etta ave  
Waxahachie, TX  
75165  
US

**Phone**

[REDACTED]

**Email**

lane, [REDACTED]@com

**Date Vehicle Purchased from Carvana**

4/23/2019

**Make & Model of Vehicle Purchased**

Honda civic

**Vin Numbers**

19xfc1f34ke000313

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

NO

**Apx. 165**

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

YES

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

3 months

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**


YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration**

**Apx. 166**

DS  


and or titling to your vehicle was due to the COVID-19 pandemic?

NO

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

NO

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

NOT APPLICABLE

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

Emotional pain and suffering, loss of use

[REDACTED]

NO

Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?

YES

Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?

YES

Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
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**AFFIDAVIT OF DOMINIQUE LUMPKINS**

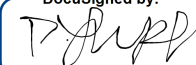
I, **Dominique Lumpkins**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.


I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/23/2022

\_\_\_\_\_  
Date

DocuSigned by:  


\_\_\_\_\_  
Printed Name: **Dominique Lumpkins**

DS  




**bob.cocco@phillyconsumerlaw.com**

---

**From:** Consumer Law Center <[REDACTED]>  
**Sent:** Wednesday, October 12, 2022 8:26 PM  
**To:** bob.cocco@phillyconsumerlaw.com  
**Subject:** New Entry: Carvana Blog Contact Form

**Name**

Dominique Lumpkins

---

**Address**

7906a n 64th court  
Milwaukee, WI  
53223  
US

---

**Phone**

[REDACTED]

---

**Email**

[REDACTED]

---

**Date Vehicle Purchased from Carvana**

9/16/2021

---

**Make & Model of Vehicle Purchased**

Acura TL

---

**Vin Numbers**

19UUA8F20DA016450

---

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

---

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

---

**Did Bridgecrest provide financing for your vehicle?**

YES

---

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

DS  
TJL

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

DS  
TJL

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

YES

---

**If your vehicle was repossessed, when did that occur?**

06/10/2022

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

YES

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

More debt, no transportation.

---

**Do you have an attorney already representing you?**

NO

DS  
TJL

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from [Consumer Law Center](#)

DS  
TJL

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
--	-------------------------------

**AFFIDAVIT OF COREY LUONGO**

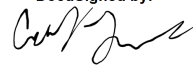
I, Corey Luongo, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/23/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
4C61092354A740B...

\_\_\_\_\_  
Printed Name: Corey Luongo

DS  
CL



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form****Consumer Law Center**  
To: phillip@marylandcon

Sun, Oct 23, 2022 at 1:47 PM

**Name**

Corey Luongo

**Address**[24 Codman St](#)  
Portland, ME  
04103  
US**Email****Date Vehicle Purchased from Carvana**

5/21/2022

**Make & Model of Vehicle Purchased**

Hyundai Kona

**Vin Numbers**

KM8K53A58MU729170

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

NO

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Apx. 175**

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

85 Days

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

NA

**Do you have an attorney already representing you?**

Apr 176

DS  
CL



NO

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

NO

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

<sup>DS</sup>  
CL

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF LORI LYNCH**

I, Lori Lynch, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/22/2022

Date

DocuSigned by:

*Lori Lynch*

E2A67A0250E2439...

Printed Name: Lori Lynch

**Name**

Lori Lynch

**Address**

12314 Boncrest Drive  
Reisterstown, MD  
21136  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]

**Date Vehicle Purchased from Carvana**

7/10/2021

**Make & Model of Vehicle Purchased**

Jeep Compass

**Vin Numbers**

1C4NJDEB0ED21663

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

Apx. 179

DS  
u

NO

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**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

YES

---

**If your vehicle was repossessed, when did that occur?**

06/27/2022

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

YES

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Stress, unbelievable amount of stress, weight loss, Unpaid time off work, costs to have car state inspected was told by Carvana they would reimburse me but that did not happen, hours upon hours of trying to reach someone for help never happened, the hit my credit took from repo, Carvana and Bridgecrest has destroyed me-- paying extremely high interest loan

on current vehicle, insurance on new vehicle skyrocketed to double, I am paying twice as much per month right now (\$800/mth) had to come up with 5000\$ down to put another car on road

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
--	-------------------------------

**Affidavit of Tiffani McLaughlin**

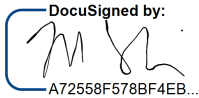
I, Tiffani McLaughlin, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/22/2022

Date

DocuSigned by:  
  
A72558F578BF4EB...

Printed Name: Tiffani McLaughlin

**Name**

tiffani mclaughlin

**Address**

2119 monarch hollow ln  
katy , TX  
77449  
US

**Phone**

[REDACTED]

**Email**

tiffani.mclaughlin@gmail.com

**Date Vehicle Purchased from Carvana**

3/9/2021

**Make & Model of Vehicle Purchased**

2016 ford edge

**Vin Numbers**

2FMPK3G97GBC59927

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

**Apx. 183**

YES

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

YES

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

12 months

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

making payments on a car that sat in driveway, rental car fees, missed work, missed opportunities because of no car etc

**Apx. 184**

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2/3



[REDACTED]

[REDACTED]

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robert cocco

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**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
--	-------------------------------

**Affidavit of Allen Montgomery**

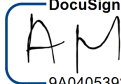
I Allen Montgomery, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/21/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
9A0405392F97452...

\_\_\_\_\_  
Printed Name: Allen Montgomery

**Name**

Allen Montgomery

**Address**

3780 Towne Xing  
Kennesaw, GA  
30144  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

7/17/2020

**Make & Model of Vehicle Purchased**

Chrysler 300 S

**Vin Numbers**

2C3CCAGG6GH270454

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

**Apx. 187**

DS  
am

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

11/06/2021

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Cause me to lose money scared to drive trying to avoid getting my car taken or ticketed

[REDACTED]  
N

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
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**AFFIDAVIT OF CHERYL MORIN**

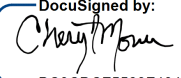
I, Cheryl Morin, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/23/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
BC0CDCF5589F404...

\_\_\_\_\_  
Printed Name: Cheryl Morin

**Name**

Cheryl Morin

---

**Address**

26 Wakefield Ave  
Saco, ME  
04072  
US

---

**Phone**

[REDACTED]

---

**Email**

[REDACTED]

---

**Date Vehicle Purchased from Carvana**

7/14/2020

---

**Make & Model of Vehicle Purchased**

Mitsubishi Outlander

---

**Vin Numbers**

JA4AZ3A32KZ042652

---

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

---

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

---

**Did Bridgecrest provide financing for your vehicle?**

YES

---

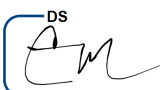
**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

**Apx. 191**

DS  


NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

464 days

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Time, stress, lost wages

---



Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?

YES

Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF JEFFREY MORRIS**

I, **Jeffrey Morris**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/24/2022

\_\_\_\_\_  
Date

DocuSigned by:

*Jeffrey Morris*

817BF91B8D2F415...

\_\_\_\_\_  
Printed Name: **Jeffrey Morris**

DS  
*M*



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

Consumer Law Center <[REDACTED]>  
To: phillip@marylandconsumer.com

Mon, Oct 24, 2022 at 10:59 AM

**Name**

Jeffrey Morris

**Address**

806 Cypress Blvd APT 109  
Pompano Beach, FL  
33069  
US

**Phone**  
[REDACTED]**Email**  
[REDACTED]**Date Vehicle Purchased from Carvana**

4/29/2021

**Make & Model of Vehicle Purchased**

2020 Mazda MX-5 Miata RF

**Vin Numbers**

JM1NDAM71L0415159

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Apx. 195**

DS  
M

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

7 Months

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Drove vehicle from FL to PA in MAY 2021 for PA State Inspection and Emissions. Due to delay in receiving registration and tags, was unable to have vehicle inspected. Vehicle sat in my PA garage for 7 months. Carvan did provide 30 day temporary tags from multiple states, but there were gaps between valid dates and I have to continuously contact them for valid temporary tags.

---

**Do you have an attorney already representing you?**

NO

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF TIFFANY MORRIS**

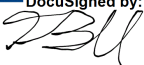
I, **Tiffany Morris**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/22/2022

Date

DocuSigned by:  
  
D7A7C4D9B909463...

Printed Name: **Tiffany Morris**



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** [REDACTED]  
To: phillip@marylandcon

Thu, Oct 20, 2022 at 10:42 PM

**Name**

Tiffany Morris

**Address**4711 weatherhill drive  
Wilmington, DE  
19080  
US**Phone**  
[REDACTED]**Date Vehicle Purchased from Carvana**

5/31/2021

**Make & Model of Vehicle Purchased**

Infiniti Q60

**Vin Numbers**

JN1CV6EK3EM112080

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

Apx. 199

Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?

NO

Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?

YES

Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?

NO

Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?

NO

Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?

YES

Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?

YES

Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?

NO

Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?

NO

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

NO

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

NOT APPLICABLE

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

I have gotten pulled over many times and had to use pto from work due to not having a valid temp tag or registration complete with normal tag. Hours of time and gas tanks worth of gas going to the dmv multiple times a month. Using pto to go to the dmv for them to tell me carvana sent me the wrong information. Money buying shipping packets to send paperwork back. Fear of never having the car registered in my state. Hours crying and fighting with caravana customer service.

Do you have an attorney already representing you?

Apri 200





NO

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF AMBER MURRAY**

I, Amber Murray, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/21/2022

\_\_\_\_\_  
Date

DocuSigned by:

*Amber Murray*

CFAD517652984C3...

\_\_\_\_\_  
Printed Name: Amber Murray

**Name**

Amber Murray

---

**Address**

2244 n spring glade circle  
tampa, FL  
33613  
US

---

**Phone**

[REDACTED]

---

**Email**

[REDACTED]

---

**Date Vehicle Purchased from Carvana**

3/1/2022

---

**Make & Model of Vehicle Purchased**

BMW 525i

---

**Vin Numbers**

WBAXG5C54DDY36906

---

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

---

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

---

**Did Bridgecrest provide financing for your vehicle?**

YES

---

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

**Apx. 203**

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

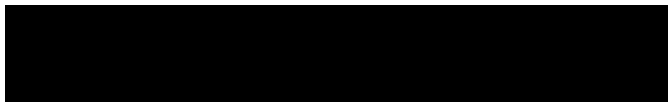
NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

lost wages and loss of mental sanity

---



**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss**

Apx. 204

DS

*JS*

**your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
--	-------------------------------

**AFFIDAVIT OF METANIA MURRAY**


I, **Metania Murray**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/30/2022

Date


DocuSigned by:  
  
D6F052C5D8B74D0...

Printed Name: **Metania Murray**

**bob.cocco@phillyconsumerlaw.com**

---

**From:** Consumer Law Center <[REDACTED]>  
**Sent:** Wednesday, October 12, 2022 8:08 PM  
**To:** bob.cocco@phillyconsumerlaw.com  
**Subject:** New Entry: Carvana Blog Contact Form

DS  


**Name**

Metania Murray

**Address**

12 Thomas Street  
Newark, NJ  
07114  
US

**Phone**

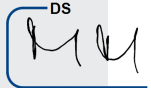
[REDACTED]

**Email**

[REDACTED]

**Date Vehicle Purchased from Carvana**

12/17/2021



---

**Make & Model of Vehicle Purchased**

Kia Sorento Ix 2017

---

---

**Vin Numbers**

5XYPG4A31HG249018

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---

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

---

---

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

---

---

**Did Bridgecrest provide financing for your vehicle?**

YES

---

---

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

---

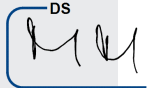
---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

---



A handwritten signature in blue ink, appearing to be 'M M', is located in the top right corner of the document.

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

DS



**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

YES

**If your vehicle was repossessed, when did that occur?**

09/04/2022

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

YES

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

My husband was arrested also given tickets they said I stole my own car and my family was out of work and school . I had to spend extra money on rental and cabs

**Do you have an attorney already representing you?**

NO

**If you already have an attorney representing you, what is the attorney's name and phone number?**


No

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

DS  


Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Lindsay Paris**

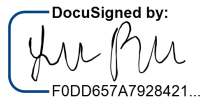
I, Lindsay Paris, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/21/2022

Date

DocuSigned by:  
  
F0DD657A7928421...

Printed Name: Lindsay Paris

**Name**

Lindsay Paris

**Address**

2S639 Bliss Rd  
Sugar Grove, IL  
60554  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

5/5/2021

**Make & Model of Vehicle Purchased**

2017 Jeep Cherokee Sport

**Vin Numbers**

1C4PJLAB3HW624090

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Apx. 213**

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

**Apx. 214**

DS  
you for

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Time lost and after a year of waiting for the title ended up not even getting to keep the car. Left me with no car and had to go back out car shopping a year later and with the car market up 30% from when I purchased the vehicle

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED] bert Cocco

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from [Consumer Law Center](#)

**Apx. 215**

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF ROBERT PARKER**

I, Robert Parker, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/29/2022

Date

DocuSigned by:

Robert Parker

570DFD88F92C4E8...

Printed Name: Robert Parker

DS  
RP





Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** <[REDACTED]>  
To: phillip@marylandconsumer.com

Thu, Oct 27, 2022 at 3:38 PM

**Name**

Robert Parker

**Address**28208 South Pointe Ln  
Detroit, MI  
48051  
US**Phone**  
[REDACTED]**Email**  
[REDACTED]**Date Vehicle Purchased from Carvana**

6/8/2019

**Make & Model of Vehicle Purchased**

BMW X6

**Vin Numbers**

5UXKU6C57F0F94488

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

Apx. 217

DS  
RP

Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?

NO

Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?

YES

Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?

NO

Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?

NO

Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?

NO

Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?

YES

Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?

NO

Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?

NO

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

YES

If your vehicle was repossessed, when did that occur?

12/18/2020

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

NOT APPLICABLE

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

EMOTIONAL, LOST OF DOWN PAYMENT AND MONIES INVESTED INTO VEHICLE, COST OF TITLE BOND

**Do you have an attorney already representing you?**

NO

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

DS  
RP

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF DONYA POINDEXTER**

I, Donya Poindexter, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/29/2022

\_\_\_\_\_  
Date

DocuSigned by:

*Donya Poindexter*

74062CD35020470...

\_\_\_\_\_  
Printed Name: Donya Poindexter

DS  
DP



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** <[REDACTED]>  
To: phillip@marylandconsumer.com

Sat, Oct 29, 2022 at 1:23 PM

**Name**

Donya Poindexter

**Address**10 Baylis st  
New castle, DE  
19720  
US**Phone**  
[REDACTED]**Email**  
[REDACTED]**Date Vehicle Purchased from Carvana**

5/22/2020

**Make & Model of Vehicle Purchased**

Kia Sportage lx

**Vin Numbers**

KNDPMCAC3H7251966

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

Apx. 221

DS  
DP

Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?

NO

Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?

YES

Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?

NO

Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?

NO

Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?

YES

Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?

YES

Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?

NO

Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?

YES

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

NO

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

NOT APPLICABLE

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

Not being able to work.

Do you have an attorney already representing you?

NO

Would you like one of the attorneys on this list suing Carvana to contact you within

Apex 222

DS  
DP

**24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF SAMUEL POLHEMUS**

I, Samuel Polhemus, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/26/2022

\_\_\_\_\_  
Date

DocuSigned by:  
*Samuel Polhemus*  
265EF8857782492...

\_\_\_\_\_  
Printed Name: Samuel Polhemus



**Name**

Samuel Polhemus (and Taylor Schwartz)

**Address**

2224 E Main St, Apt 227  
Uvalde, TX  
78801  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]

**Date Vehicle Purchased from Carvana**

10/9/2021

**Make & Model of Vehicle Purchased**

2018 Dodge Challenger

**Vin Numbers**

2C3CDZAG9JH242756

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

NO

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

Apx. 225

DS  
SP

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Monetary losses from having to get the car reinspected numerous times and from having to pay for other methods of transportation, inability to see friends or family or leave the house causing sadness, fear of getting into legal trouble when using the car with outdated temp tags due to having to report for Army orders, mental anguish from arguing with carvana employees

---

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF ROBERT POPE**

I, **Robert Pope**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/21/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
677FA1FDEDE146C...

\_\_\_\_\_  
Printed Name: **Robert Pope**



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center**  
To: phillip@marylandcon

Thu, Oct 20, 2022 at 12:09 PM

**Name**

Robert Pope

**Address**2201 Tremont St Apt A410  
Philadelphia , PA  
19115  
US**Email****Date Vehicle Purchased from Carvana**

6/18/2022

**Make & Model of Vehicle Purchased**

Ford Fusion SE

**Vin Numbers**

3FA6POHD9LR150289

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

Ap. 229

DS

Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?

NO

Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?

YES

Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?

NO

Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?

NO

Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?

NO

Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?

YES

Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?

NO

Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?

NO

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

NO

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

NOT APPLICABLE

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

Being able to drive without getting a ticket

Do you have an attorney already representing you?

NO

Would you like one of the attorneys of Apex, LLC suing Carvana to contact you within

Apex, LLC

DS

**24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF MALCOLM QUAYE**

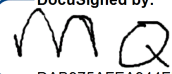
I, Malcolm Quaye, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/21/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
DAB975AFE944FE...

\_\_\_\_\_  
Printed Name: Malcolm Quaye



**Name**

Malcolm Quaye

**Address**

6561 Olive Lane North  
Maple Grove, MN  
55311  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]

**Date Vehicle Purchased from Carvana**

2/7/2020

**Make & Model of Vehicle Purchased**

Gmc Terrian Slt 1

**Vin Numbers**

2GKALPEK8G6339013

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

**Apx. 233**

DS  
[Signature]

YES

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

YES

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

4months after I purchased the vehicle

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

YES

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

I lost time off from work and it cost me around \$35,000

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of John Ramsey**

I, John Ramsey, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/22/2022

Date

DocuSigned by:  
  
CCA4AEE51B6B414...

Printed Name: John Ramsey

**Name**

John Ramsey

**Address**

304 Nellie Head Rd  
Tunnel Hill , GA  
30755  
US

**Phone**

[REDACTED] 27222

**Email**

[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

5/26/2021

**Make & Model of Vehicle Purchased**

2015 GMC Acadia

**Vin Numbers**

N/A

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

**Apx. 237**

YES

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NO

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

N/A

NO

**If you already have an attorney representing you, what is the attorney's name and phone number?**

Apx. 238

N/A

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Mark Robinson**

I, Mark Robinson, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/21/2022

\_\_\_\_\_  
Date

DocuSigned by:  
*Mark Robinson*  
F3FB568EC2D3474...

\_\_\_\_\_  
Printed Name: Mark Robinson



**Name**

Mark Robinson

**Address**

1704 North Park Drive, #207  
Wilmington, DE  
19806  
US

**Phone**

[REDACTED]

**Email**

mark@carvana.com

**Date Vehicle Purchased from Carvana**

10/4/2021

**Make & Model of Vehicle Purchased**

Chrysler 300

**Vin Numbers**

2C3CCAAG2FH829909

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

NO

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

Apx. 241

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

~4 months

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

A high level of extreme stress daily as I had to drive to and from work over 25 miles each way daily to and from work on crowded streets wondering if I would be stopped by law enforcement for multiple temporary tags

**Apx. 242**

[REDACTED]

N

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  <div style="text-align: right;">Plaintiffs,</div> <div style="text-align: center;">v.</div> <b>CARVANA, LLC,</b>  <div style="text-align: right;">Defendant.</div>	Case No. 5:21-cv-05400
--	------------------------

**AFFIDAVIT OF RICHARD ROSALES**

I, **Richard Rosales**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/23/2022

\_\_\_\_\_  
Date

DocuSigned by:

*Richard Rosales*

58D5C70418BD42C...

\_\_\_\_\_  
Printed Name: **Richard Rosales**



Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** <[REDACTED]>  
To: phillip@marylandcons

Tue, Oct 18, 2022 at 3:28 PM

**Name**

Richard rosales

**Address**4980 midland ct ne  
salem, OR  
97305  
US**Phone**  
[REDACTED]**Email**  
[REDACTED]**Date Vehicle Purchased from Carvana**

4/3/2022

**Make & Model of Vehicle Purchased**

ford transit 150 crew

**Vin Numbers**

1FTYE1D81LKB48998

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

Apx. 245

DS  
RR

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

4.5 months

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

---

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

loss of work due to limitations of driving illegally

---

**Do you have an attorney already representing you?**

NO

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Daniel Sohn**

I, Daniel Sohn, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/22/2022

Date

DocuSigned by:  
*Daniel Sohn*  
9775F632DFC54D0...

Printed Name: Daniel Sohn



**Name**

DANIEL SOHN

**Address**

11095 SE SIEFERT DR  
Happy Valley, OR  
97086  
US

**Phone**

[REDACTED] 004

**Email**

dansohn@gmail.com

**Date Vehicle Purchased from Carvana**

2/17/2022

**Make & Model of Vehicle Purchased**

2015 Porsche Cayman base

**Vin Numbers**

WP0AA2A8XFK163060

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble tilting the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

NO

**Apx. 249**

DS  
DS

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

Still have not received it

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration**

Apx. 250

DS  
DS

**and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Spent time going to DMV twice to get a VIN inspection. Have not been able to drive my car

[REDACTED]

NO

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Laura Sparks**

I, Laura Sparks, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/21/2022

Date

DocuSigned by:  
*Laura Sparks*  
C7CEB0684E6B481...

Printed Name: Laura Sparks

**Name**

laura Sparks

**Address**

2108 Rendall St  
Burlington, NC  
27215  
US

**Phone**

[REDACTED] 00

**Email**

la [REDACTED]

**Date Vehicle Purchased from Carvana**

5/22/2022

**Make & Model of Vehicle Purchased**

Hyundai Tucson

**Vin Numbers**

KM8J33A4XKU063872

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

**Apx. 253**

DS  
LS

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

YES

**If your vehicle was repossessed, when did that occur?**

07/02/2022

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NO

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

My credit took a major hit due to multiple inquiries by Carvana as well as outside entities while I was searching for a replacement vehicle. I had to settle with unfavorable terms as well as having to get a cosigner because of all the inquiries and the income/debt ratio since I had multiple car loans showing on my credit at the time.

**Apx. 254**

DS  
LS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] bert Cocco

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

NO

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
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**AFFIDAVIT OF RACQUEL STOKES**

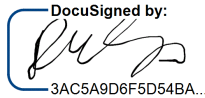
I, **Racquel Stokes**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

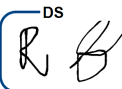
I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/22/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
3AC5A9D6F5D54BA...

\_\_\_\_\_  
Printed Name: **Racquel Stokes**

DS  






Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

Consumer Law Center <[REDACTED]>  
To: phillip@marylandconsumer.com

Wed, Oct 12, 2022 at 6:03 PM

**Name**

Racquel Stokes

**Address**

2131 N Marvine Street  
Philadelphia, PA  
19122  
US

**Phone**  
[REDACTED]**Email**  
[REDACTED]**Date Vehicle Purchased from Carvana**

9/29/2020

**Make & Model of Vehicle Purchased**

2012 Honda CRV

**Vin Numbers**

5J6RM4H39CL035439

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble titling the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

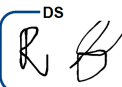
NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Apx. 257**

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

90

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

YES

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NO

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

I was harassed by the state of New Jersey regarding my temporary license plate and registration. I started to receive tickets because another vehicle was registered in October of 2020 with the exact same temporary plate number. The other vehicle used the toll between Nj/ny and I kept receiving bills for a vehicle that was sitting at my house in Philadelphia the whole time. I ended up learning finally from a Carvana agent that the plate number had expired and was given to another driver. Months of stress and the inability to use my vehicle I finally got the plate in December of that year.

Apx 258

DS  
R B

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**Do you have an attorney already representing you?**

NO

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Ariel Stubblefield**

I, Ariel Stubblefield, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/21/2022

Date

DocuSigned by:  
**ARIEL STUBBLEFIELD**  
5301C4F2F341434...

Printed Name: Ariel Stubblefield

**Name**

Ariel Stubblefield

**Address**

3864 aspen springs ave  
Las vegas, NV  
89115  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

11/29/2021

**Make & Model of Vehicle Purchased**

Land Rover Discovery Sport

**Vin Numbers**

SALCP2BG3GH621431

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble tilting the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Apx. 261**

DS  
AS

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

4 months

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing you permanent registration**

Apx. 262

DS  
AS

**and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Monetary loss and mental distress

[REDACTED]

NO

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from [Consumer Law Center](#)

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<p><b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p><b>CARVANA, LLC,</b></p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 5:21-cv-05400</p>
--	-------------------------------

**AFFIDAVIT OF JAMEEL TAHA**

I, **Jameel Taha**, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/22/2022

\_\_\_\_\_  
Date

DocuSigned by:



7DEEEAD115264C2...

\_\_\_\_\_  
Printed Name: **Jameel Taha**





Phillip Robinson &lt;phillip@marylandconsumer.com&gt;

**New Entry: Carvana Blog Contact Form**

1 message

**Consumer Law Center** <[REDACTED]>  
To: phillip@marylandcons

Sun, Oct 16, 2022 at 5:50 AM

**Name**

Jameel Taha

**Address**[205 w 23rd st](#)  
Merced, CA  
95340  
US**Email****Date Vehicle Purchased from Carvana**

4/19/2021

**Make & Model of Vehicle Purchased**

2014 jaguar f type

**Vin Numbers**

SAJWA6E75E8K02472

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

NO

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

Apx. 265

Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?

NO

Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?

YES

Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?

NO

Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?

NO

Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?

YES

Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?

YES

Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?

NO

Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?

YES

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

YES

If your vehicle was repossessed, when did that occur?

11/21/2021

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

NOT APPLICABLE

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

40,000.00 plus some labor that I had done to the car that that there insurance silver rock said they would cover and never did

**Do you have an attorney already representing you?**

NO

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from Consumer Law Center

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Brenda Tessler**

I, Brenda Tessler, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

10/21/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
D7370E4B0C244DD...

\_\_\_\_\_  
Printed Name: Brenda Tessler

**Name**

Brenda Tessler

**Address**

317 Wall Ave  
Pitcairn, PA  
15140-1318  
US

**Phone**

[REDACTED]

**Email**

[REDACTED]@gmail.com

**Date Vehicle Purchased from Carvana**

6/17/2020

**Make & Model of Vehicle Purchased**

Hyundai Tucson

**Vin Numbers**

Km8j3ca45hu436213

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

**If Carvana had disclosed to you that it might have had trouble tilting the vehicle, would you have purchased the vehicle?**

NO

**Did Bridgecrest provide financing for your vehicle?**

YES

**Apx. 269**

DS  
BT

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

YES

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

09/2021

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

YES

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration**

Apx. 270

DS  
BT

and or titling to your vehicle was due to the COVID-19 pandemic?

NO

As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?

YES

If your vehicle was repossessed, when did that occur?

09/17/2021

If your vehicle was repossessed, does your lender believe you owe it any money related to the car?

YES

What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?

Credit is horrible because I called to make the payments and so was 2 months behind from the get go they lost my car in the system I lost a better job in result of not being able to get there and now have had serious migraines as a result of all the stress.

[REDACTED]

[REDACTED]  
bert cocco

Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?

YES

Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?

YES

Apx. 271

DS  
BT

Sent from [Consumer Law Center](#)



**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**Affidavit of Raylene Tetu**

I, Raylene Tetu, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/21/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
18138A6E94294D0...

\_\_\_\_\_  
Printed Name: Raylene Tetu

**Name**

Raylene Tetu

---

**Address**

10 Main St Unit 1  
Groveton , NH  
03582  
US

---

**Phone**

[REDACTED] 4

---

**Email**

raylenete[REDACTED]@com

---

**Date Vehicle Purchased from Carvana**

5/26/2022

---

**Make & Model of Vehicle Purchased**

2016 Fiat 500X

---

**Vin Numbers**

ZFBCFXET6GP392459

---

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

---

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

---

**Did Bridgecrest provide financing for your vehicle?**

YES

---

**Apx. 274**

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

YES

---

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

YES

---

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

---

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

---

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

---

**If you answered the previous question yes, approximately how long after purchase did you receive your permanent registration and/or title paperwork?**

Never received

---

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

---

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

YES

---

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

---

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

**Apx. 275**

NO

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

**If your vehicle was repossessed, when did that occur?**

10/25/2022

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

YES

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

Vehicle was unsafe multiple safety issues

[REDACTED]

N/A

**If you already have an attorney representing you, what is the attorney's name and phone number?**

N/A

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

YES

Sent from [Consumer Law Center](#)

**Apx. 276**

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANA JENNINGS, et al.,</b> Individually and on Behalf of All Others Similarly Situated,  Plaintiffs,  v.  <b>CARVANA, LLC,</b>  Defendant.	Case No. 5:21-cv-05400
---	------------------------

**AFFIDAVIT OF ADA TROUTMAN**


I, Ada Troutman, being duly sworn, hereby depose:

1. I am over the age of 18 and do offer this testimony to support the Plaintiffs' Motion for Class Certification.
2. I previously entered into a contract to purchase a vehicle primarily for personal purposes from Carvana, LLC ("Carvana").
3. The factual details on the attached form describe my circumstances and experiences with Carvana related to permanent registration and title issues arising from my vehicle purchase.
4. It simply is not fair for Carvana to enter into a contract with me, and other persons like me, to provide certain services but then not honor its promises.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE  
AND CORRECT.

10/21/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
C78EC63ED2EF4D2...

\_\_\_\_\_  
Printed Name: Ada Troutman

**Name**

Ada Troutman

---

**Address**

406 Parkhill CV  
Round Rock, TX  
78664  
US

---

**Phone**

[REDACTED]

---

**Email**

[REDACTED]

---

**Date Vehicle Purchased from Carvana**

4/16/2021

---

**Make & Model of Vehicle Purchased**

2017 Acura ILX

---

**Vin Numbers**

19UDE2F73HA003677

---

**Before you purchased your vehicle, did Carvana ever disclose to you that it might have trouble tilting the vehicle?**

NO

---

**If Carvana had disclosed to you that it might have had trouble titling the vehicle, would you have purchased the vehicle?**

NO

---

**Did Bridgecrest provide financing for your vehicle?**

NO

---

**Did you tell Bridgecrest that Carvana did not permanently register your vehicle?**

NO

**Did anyone at Bridgecrest tell you that it was aware that Carvana had trouble providing titles or permanent registrations to vehicles it sold?**

NO

**Were you damaged or harmed by Carvana's failure to provide you the non-temporary registration or title to your vehicle?**

YES

**Did you receive the registration and titling you agreed to pay for when you purchased your vehicle?**

NO

**Did you receive the titling and permanent registration from Carvana more than thirty days after your purchase?**

NO

**Were you ever pulled over or detained by law enforcement related to registration issues related to your vehicle?**

NO

**Did any delays in Carvana titling and/or permanently registering your vehicle impact your ability to get to work, take your children to school, travel to see family members, or cause you any other hardship?**

NO

**Did you purchase your vehicle from Carvana to just sit in your driveway without valid registration or title?**

NO

**Did Carvana claim its delays in providing your permanent registration and or titling to your vehicle was due to the COVID-19 pandemic?**

NO

**As a result of the permanent registration and titling issues with your vehicle, was your vehicle repossessed?**

NO

---

**If your vehicle was repossessed, does your lender believe you owe it any money related to the car?**

NOT APPLICABLE

---

**What other damages or losses do you believe you sustained as a result of Carvana selling you a vehicle that it could not provide permanent registration and/or title?**

I was without a car several days while I waited on Carvana to provide me replacement temporary tags. In the end, when my bank backed out of the loan, I was forced to downgrade from my fully loaded Acura to a cheaper care due to not being able to find something comparable to the Acura I had purchased from Carvana.

---

[REDACTED]

---

[REDACTED]

---

**Would you like one of the attorneys or their staff suing Carvana to contact you within 24 business hours to discuss your situation further and how you may join the class action lawsuit to protect your rights?**

YES

---

**Do you certify that information you have provided here is true and accurate to the best of your knowledge and you are providing it voluntarily to protect your rights and/or the rights of others like you and you would like to discuss this information and your situation with the attorneys and staff at the Consumer Law Center LLC and the Law Offices of Robert Cocco P.C.?**

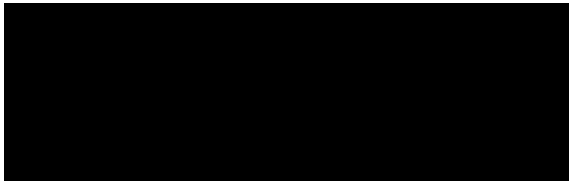
YES





Larry Hogan  
Governor  
Boyd K. Rutherford  
Lt. Governor  
James F. Ports, Jr.  
Secretary  
Christine Nizer  
Administrator

September 26, 2022



Dear [REDACTED]

The Maryland Department of Transportation Motor Vehicle Administration (MDOT MVA) is in receipt of your request (842583) pursuant to the Maryland Public Information Act, General Provisions Article (GP) § 4-101 *et seq.* Annotated Code of Maryland. Specifically, you requested:

“I’m seeking more information on the 386 title fee infractions and when Carvana filed the title paperwork, for example:

After date of delivery:

2 months -- x vehicles

3 months -- x vehicles

4 months

5 months

6 months

7 months

8 months

9 months

10 months

11 months

1 year

1 year 1 month...etc.

How many Carvana-sold vehicles were titled during that timeframe (June 2021-July 2022) in the first 30 days?”

The records you have requested, to the extent that such records exist, is provided in the charts below. As previously noted, dealers have 30 days to transmit the required paperwork and funding to MDOT MVA. The number of days late in the chart below reflect the days beyond that period.

Days Late	Count
1 to 30	283
31 to 60	38
61 to 90	32
91 to 120	14
121 to 150	8
151+	11
<b>TOTAL</b>	<b>386</b>

The total number of vehicles sold by Carvana (June 2021-July 22) is 3,678.

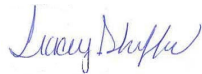
GP § 4-206 authorizes the MDOT MVA to charge for time incurred to prepare, search, and review documents after the first two hours of work. There is no charge for this request.

The MDOT MVA now considers this request closed.

Pursuant to General Provisions §§ 4-1A-01 *et seq.* and 4-1B-01 *et seq.* you may file a request for mediation with the Public Access Ombudsman and, if the Ombudsman is unable to resolve the matter, may subsequently seek a resolution from the Public Information Act Compliance Board for those matters within the Compliance Board's jurisdiction. See GP §§ 4-1A-01 *et seq.* and 4-1B-01 *et seq.* Alternatively, Pursuant to GP § 4-362, you are entitled to seek judicial review of this decision.

If you have any questions, you may contact Ms. Ashley Millner, Media Relations Assistant Manager, at 410-424-3697 or [amillner@mdot.maryland.gov](mailto:amillner@mdot.maryland.gov). She will be happy to assist you.

Sincerely,



Tracey Sheffield  
PIA Representative

cc: Ms. Ashley Millner, Assistant Manager, Media Relations, MDOT MVA

# Department of State suspends Novi dealership

October 07, 2022

## Angela Benander

NOVI - The Michigan Department of State (MDOS) today suspended the license of an Oakland County vehicle dealer for imminent harm to the public.

Carvana LLC, owned by Paul W. Breau and located at 26890 Adell Center Drive in Novi, has been summarily suspended for several alleged violations of the Michigan Vehicle Code, which were discovered during an investigation by MDOS regulatory staff of multiple no-title complaints from consumers. The violations include:

- failing to make application for title and registration within 15 days of delivery for 112 customers since agreeing to an earlier probation extension
- committing fraudulent acts in connection with selling or otherwise dealing in vehicles where Carvana employees admitted to destroying title applications and all applicable documents pertaining to the sale of three vehicles that were sold to customers and Carvana took the vehicles back
- failing to maintain odometer records
- improperly issuing temporary registrations
- failing to have records available for inspection during reasonable or established business hours
- possessing improper odometer disclosure records on which the odometer disclosure had been signed on behalf of the purchaser
- violating terms of a probation agreement 127 times

These continued violations create an ongoing imminent threat to the public health, safety or welfare of the public, requiring emergency action.

The dealership's issues began in February 2021, when MDOS regulatory staff conducted a general compliance inspection and assessed multiple notices of non-compliance. MDOS and Carvana representatives had a preliminary conference March 23, 2021 to address the violations and on May 7, 2021, Carvana entered an 18-month probation agreement with a \$2,500 administrative fine and admission of several violations of the Code. One of the stipulations was that all dealership employees that handled paperwork would attend the department's dealer training program.

After the dealership violated the probation agreement, MDOS held a second preliminary conference with multiple Carvana representatives on January 11, 2022. The department continued to work with Carvana on compliance and on February 7, 2022, Carvana representatives signed a six-month probation extension with a \$5,000 administrative fine and admission of several more violations of the Code.

Following the signing of the probation extension, MDOS received several no-title complaints from consumers and conducted the investigation that led to the current violations and suspension. The department will seek revocation of the dealer's license at an administrative hearing.

Consumers who have a complaint against Carvana, or who have purchased a vehicle from that dealer and have had problems obtaining the title, are encouraged to call the Office of Investigative Services automotive complaint line at 517-335-1410.

**Apx. 283**

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Secretary of State	News Article	Business Licensing
Secretary of State	MI Newswire	

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
FILE NO: 21 CVS 8116

CARVANA. LLC DBA CARVANA,  
Petitioner,

v.

THE NORTH CAROLINA DIVISION  
OF MOTOR VEHICLES and THE  
HONORABLE TORRE JESSUP,  
COMMISSIONER OF MOTOR  
VEHICLES,  
Respondents.

**SETTLEMENT AGREEMENT**

NOW COMES the Petitioner and Respondents, and hereby agree to the entry of the following Settlement Agreement (hereinafter Agreement). In support of said Agreement, the parties would agree as follows:

1. The North Carolina Division of Motor Vehicles (hereinafter Respondent Division) issued a Motor Vehicle Dealer License (hereinafter Dealer License) to Carvana LLC d/b/a Carvana (hereinafter Petitioner) to operate a motor vehicle dealership in Wake County. Petitioner's Motor Vehicle Dealer License number is #77148. Torre Jessup (hereafter Respondent Jessup) is the Commissioner of the Respondent Division. (Hereinafter Respondent Division and Respondent Jessup shall collectively be referred to as Respondents.)

2. Respondents issued an Affidavit of Facts asserting that Petitioner violated the motor vehicle dealer licensing laws in this State. Petitioner was noticed for an administrative hearing on those alleged violations.

3. On 20 May 2021, an administrative hearing was held by Respondent

Division to determine if Petitioner violated the provisions of Chapter 20 of the North Carolina General Statutes, and if so, whether Petitioner's Dealer License was subject to suspension or revocation.

4. On or about 10 June May 2021, Respondents served an administrative Decision on Petitioner finding that Petitioner committed two Type I violations and one Type II violation. Specifically, Respondent found a Type I violation under N.C.G.S. §§ 20-294(2) and(11) based on Petitioner's failure to timely deliver title work to Respondent Division as required by N.C.G.S. § 20-75; a Type I violation under N.C.G.S. § 20-294(6) for an unfair method of competition or unfair deceptive act or practice for issuing an out-of-state temporary tags/plates for a vehicle sold to a North Carolina resident; and one Type II violation under N.C.G.S. §§ 20-294(2) and (6) by offering a motor vehicle for sale without a North Carolina State Inspection as required by N.C.G.S. § 20-183.4C. Based on these violations, Respondent Division revoked Petitioner's Dealer License and entered a civil penalty of \$500.00. Petitioner was also ordered to pay the required \$200.00 administrative hearing fee.

5. On 11 June 2021, Petitioner filed a Petition for Judicial Review in Wake County Superior Court. Upon consent of the parties, a temporary restraining Order was entered and twice extended by the Court.

6. Upon agreement of the parties, Respondent Division shall suspend Petitioner's Dealer License #77148 for a period of 180 days. This suspension shall begin on 2 August 2021 and end on 29 January 2021.

7. The parties agree that on 2 August 2021, Petitioner shall surrender

Petitioner's Dealer License #77148 to Respondent Division and return dealer plates, thirty day plates/temporary markers, and any other documents/materials issued to Petitioner by Respondent Division under Dealer License #77148. Any dealer plate and/or thirty day plate/temporary marker that is not returned or which is not reported lost or stolen will be cancelled by Respondent.

8. Under this Agreement, Petitioner agrees that during the term of the suspension it shall cease activities under Dealer License #77148 and shall cease any and all activities at its physical location on Navaho Drive in Raleigh, North Carolina, which require a motor vehicle Dealer and/or Salesman License. These activities under Dealer License #77148 and/or at the physical location shall include, but are not limited to, the sale or attempted sale of a motor vehicle, delivery of a motor vehicle sold by Petitioner, advertising any motor vehicles for sale, wholesale buying/selling of motor vehicles, use by Petitioner or allowed use by another party of any dealer plate previously issued to Petitioner which was not surrendered to Respondent Division, issuance of any thirty days plates/temporary markers previously issued to Petitioner which were not surrendered to Respondent Division, and any activities involving registration or attempted registration of a motor vehicle sold by Petitioner after 2 August 2021. Any motor vehicle inventory of Petitioner located at Petitioner's place of business on Navaho Drive in Raleigh, North Carolina during the suspension period shall be clearly marked "Not For Sale." The parties agree that employees of the Petitioner's dealership located on Navaho Drive in Raleigh, North Carolina may process titling and vehicle registration paperwork provided from the Petitioner's three other dealerships licensed in this State for motor vehicles

previously sold and delivered to the purchaser by those three other dealerships. These activities shall be completed under the other applicable dealership's license; do not involve contact with the purchaser(s)/general public; do not involve any possession of the motor vehicle involved in the sale; and are merely clerical work on processing the titling and registration paperwork for otherwise completed motor vehicle sales for the other three licensed dealerships. This clerical work may be conducted at the Petitioner's place of business on Navaho Drive, Raleigh, North Carolina.

9. Under this Agreement, following the completion of the term of suspension, Petitioner may be eligible for the return of its Dealer License for the location on Navaho Drive in Raleigh, North Carolina, dealer plates, and temporary plates/markers if Petitioner is otherwise eligible for the return of such times under the General Statutes and the Administrative Code.

10. Under this Agreement, if the below conditions are met, Respondent shall not initiate any administrative action against Petitioner's Dealer License #77148 or any of the three other Carvana dealerships located in this State (Charlotte (Dealer License #77992), Concord (Dealer License #79306), and Greensboro (Dealer License #78561)) for the three specific types of violations committed in this matter, specifically, violation for failure to deliver title application, violation for an unfair method of competition or unfair deceptive act or practice for issuing an out-of-state temporary for a vehicle sold to a North Carolina resident, and/or a violation for State Inspection for acts prior to 16 July 2021 and/or motor vehicle sales prior to 16 July 2021. The agreement to not take administrative action is conditioned upon Petitioner conducting a review of the



motor vehicle sales at all four dealerships in this State to ensure that the titling and/or registration requirements of this State are complied with for motor vehicle sales prior to 16 July 2021. If possible violations or deficiencies are detected in Petitioner's completion of the titling or registration process of motor vehicles sold by Petitioner, Petitioner shall take action to remedy such violations/deficiencies. Additionally, if Respondent Division discovers and/or is informed of possible violations/deficiencies and/or that action is needed by Petitioner as to the completion of the titling or registration process of motor vehicles sold by Petitioner, Respondent Division shall inform Petitioner of such alleged violations/deficiencies and Petitioner shall have ten days to remedy the alleged violation. Respondent Division may notice Petitioner of such violations/deficiencies either in-person at the applicable dealership, by electronic mail to legal@carvana.com, by telephone, or by letter. Respondent Division shall attempt to notice Petitioner at the above-named electronic mail address of any violations/deficiencies, but failure to do such will not constitute insufficient notice to Petitioner if other notice, as described above, has been provided. Failure of Petitioner to remedy an alleged violation may warrant administrative action against the applicable Dealer License number for that dealership that has failed to remedy the alleged violation. Besides the three specifically listed types of violations in this matter, this Agreement does not cover any other type of alleged violations under N.C.G.S. § 20-294 by any of the four dealerships in this State regardless of when that alleged violations may have occurred. If other types of violations occur at any of the four dealerships, Petitioner may face administrative

action by Respondent. Furthermore, this Agreement does not cover any type of violation under N.C.G.S. § 20-294 alleged to have been committed after 16 July 2021 for any of Petitioner's dealerships located in this State. Any type of alleged violation committed after 16 July 2021 may lead to administrative action by Respondent Division.

11. Under this Agreement, Respondents shall not proceed with the administrative action against Petitioner's Dealers License #77148 for the matter scheduled for 22 July 2021.

12. Petitioner agrees that all dealerships located in this State Petitioner shall follow the North Carolina General Statutes, North Carolina Administrative Code, and the Motor Vehicle Dealer and Manufacturer Regulation Manual in the sale and/or delivery of a motor vehicle to a resident of this State. For the purpose of this Agreement, delivery shall include either direct delivery to a buyer at a designated location and/or delivery of a motor vehicle at the Petitioner's dealerships located in this State. Petitioner specifically agrees that it will no longer issue out-of-state temporary tags/plates for motor vehicles sold and/or delivered to North Carolina residents wherein the buyer seeks to title and/or register the motor vehicle in this State. Petitioner agrees that any motor vehicle sold to a North Carolina resident shall receive a required North Carolina State Inspection before the motor vehicle is delivered in this State. Petitioner further agrees to timely process title and registration documents as required under North Carolina Statutes for motor vehicles sold to and/or delivered to North Carolina residents who seek to title and/or register that motor vehicle in this State.

13. The parties agree that if it is discovered that Petitioner violates any provisions of the motor vehicle dealer licensing law during the suspension of its Dealer license and/or violates any term of this Agreement, Respondents may take immediate administrative action, including but not limited to, revoking Petitioner's Dealer License #77148 upon a five-day notice of cancellation of this Settlement Agreement and/or not reinstating Petitioner's Dealers License. Separate and apart from any cancellation of this Agreement, the applicable dealership of Petitioner may also face administrative action for any violations committed contrary to the General Statutes and Administrative Code.

14. Under the General Statutes, Respondent Division can conduct audits of the motor vehicle dealer activities of any licensed motor vehicle dealership in this State. Petitioner is aware that Respondent Division may increase audits of Petitioner's dealerships in this State to ensure compliance with the terms of this Agreement and the General Statutes.

15. Petitioner shall pay the civil penalty of \$500.00 and administrative hearing fee of \$200.00 within 10 days of the latest signature on this Agreement.

16. Petitioner shall dismiss this action within 5 calendar days of the latest signature on this Agreement.

17. The parties agree that each side is responsible for their own attorneys' fees and costs incurred in this appeal of the administrative proceedings and/or any other events involved with this administrative Decision.


18. This Agreement constitutes the sole and entire agreement between the


parties regarding the subject matter contained herein, and supersedes any and all prior discussions, negotiations, agreements and understandings related thereto, and the parties make no representations or warranties other than those contained in the Agreement itself. This Agreement contains no agreement or understanding as to any existing or potential civil and/or criminal actions by or on behalf of the State of North Carolina, including but not limited to any State Agency, Department, or Division.


19. This Agreement shall be binding on the current parties as well their successors, assigns, appointees, designees, partners, agents, and subordinates.


20. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original, and which will be joined to constitute a single binding agreement, with a copy thereof to be distributed to each party. The parties agree that electronic, scanned, photocopied, or faxed signatures shall have the same effect as original “wet” signatures, and this Agreement shall become effective when executed by all parties.

WITNESS our hands and seals this day.

 (seal) 7/21/21  
 Paul Breaux Date  
 General Counsel  
 On behalf of Carvana LLC d/b/a Carvana  
 Petitioner

 (seal) 7/21/21  
 Martin R. Jernigan Date  
 Attorney-at-Law  
 Dickie, McCamey & Chilcote, PC  
 Counsel for Petitioner

 (seal) 7/23/2021  
 Torre J. Jessup Date  
 Commissioner  
 N.C. Division of Motor Vehicles  
 Respondents

 (seal) 7/21/2021  
 Christopher W. Brooks Date  
 Christopher W. Brooks  
 Special Deputy Attorney General  
 North Carolina Department of Justice  
 Counsel for Respondents

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
DUPAGE COUNTY, ILLINOIS**

CARVANA, LLC, an Arizona limited liability company,  
  
Plaintiff,  
  
v.  
  
JESSE WHITE, in his official capacity as the ILLINOIS SECRETARY OF STATE,  
  
Defendant.

Candice Adams  
e-filed in the 18th Judicial Circuit Court  
DuPage County  
Case No. 2022 CH 000155  
Date submitted 10/31/22  
Date accepted 10/31/22

Case No. 2022 CH 000155

Honorable Bonnie M. Wheaton

**DEFENDANT'S RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION FOR  
TEMPORARY RESTRAINING ORDER AND FOR INJUNCTIVE RELIEF**

Defendant, Jesse White, in his official capacity as the Illinois Secretary of State (the "Secretary"), by and through his attorney, Kwame Raoul, Attorney General of the State of Illinois, for his Response in Opposition to Plaintiff's Motion for Temporary Restraining Order and Injunctive Relief, states as follows:

**INTRODUCTION**

On May 10, 2022, the Secretary summarily suspended all Illinois Dealer's Certificates of Authority and dealer plates (collectively, the "Licenses") issued to Plaintiff, Carvana, LLC. The summary suspension was based on numerous violations of the Illinois Vehicle Code (the "Vehicle Code"), including Plaintiff's unlawful issuance of out-of-state Temporary Registration Plates ("TRPs") to Illinois residents and failure to process title and registration paperwork in a timely manner. When the summary suspension was first issued on May 10, 2022, Plaintiff did not challenge it in court and, instead, negotiated with the Secretary an agreement staying the suspension conditioned on Plaintiff's compliance with the terms of the agreement and all applicable laws (the "Stay Agreement"). The Stay Agreement explicitly stated that "[i]n the event that the [Plaintiff] fails to adhere to the conditions set forth in this agreement prior to the

parties entering into a final disposition, the Secretary of State reserves the right to revoke the Stay, effectively immediately upon notice to the [Plaintiff] or its registered agent.” Thus, the sole issue on the merits of Plaintiff’s motion for temporary restraining order is whether Plaintiff violated the terms of the Stay Agreement it entered into with the Secretary. As discussed below, Plaintiff clearly violated, and continues to violate, those terms, and for this reason the immediate suspension of Plaintiff’s Licenses is warranted.

Plaintiff brings this action alleging violations of the Administrative Procedure Act (the “APA”) and due process, and seeking judicial review of the suspension of its Licenses. Plaintiff seeks a temporary restraining order enjoining the Secretary from enforcing the suspension of its Licenses pending an administrative hearing, which is set to take place on August 30, 2022. But Plaintiff cannot establish that it is entitled to a temporary restraining order for at least three reasons.

*First*, Plaintiff cannot show a likelihood of success on the merits. The Secretary was entitled to revoke the stay of the Suspension Order under the express terms of the Stay Agreement, which Plaintiff voluntarily accepted. Moreover, public interest, safety, and welfare concerns warrant summary suspension of the Licenses. Plaintiff also has not exhausted its administrative remedies and is not entitled to judicial review of a non-final order by the Secretary that remains the subject of administrative proceedings, further demonstrating that Plaintiff does not have a likelihood of success on the merits of its claims.

*Second*, Plaintiff cannot establish irreparable harm in light of the pending administrative proceedings. Plaintiff will have an opportunity to be heard at a hearing before a Hearing Officer on August 30, 2022, and if aggrieved, can seek relief under the Administrative Review Law (“ARL”). Additionally, Plaintiff cannot maintain that it will be irreparably harmed by the absence

of a temporary restraining order *when it voluntarily accepted the terms of the agreement to stay the suspension of its Licenses*, which it has violated. *Third*, considering the public interest in holding car dealers accountable to Illinois consumers, the balance of equities weighs in favor of Illinois residents and against entry of a temporary restraining order. Accordingly, the Court should deny Plaintiff's motion for temporary restraining order.

### **BACKGROUND**

On May 10, 2022, the Secretary entered an order suspending the Licenses issued to Plaintiff pursuant to Section 5-501(a) of the Illinois Vehicle Code, 625 ILCS 5/5-501(a), and Section 10-65(d) of the APA, 5 ILCS 100/10-65(d). (Order of Summary Suspension dated May 10, 2022 (hereinafter, the "Suspension Order"), attached as Ex. A to Greer Decl.) The suspension was based on numerous violations of the Vehicle Code and associated administrative rules, including, but not limited to:

- 159 instances of multiple TRPs, including out-of-state TRPs, being issued to vehicles sold by Plaintiff;
- Nearly 300 instances of Plaintiff's failure to transfer title within twenty days of the sale of the vehicle;
- Plaintiff's failure to maintain records for vehicles sold at its primary location; and
- Plaintiff's failure to assign within Plaintiff's seven-day return period Illinois registration to a vehicle sold.

(*Id.* at 1–2.) The Secretary found that:

[t]he . . . violations pose an immediate threat to the public welfare, insofar as [Carvana] has flagrantly disregarded the . . . Vehicle Code and the Illinois Administrative Code. That there are nearly three hundred instances of failure to transfer title indicates that a significant number of Illinois residents are at risk for not acquiring title to vehicles purchased from Carvana. Further, [because] Carvana has violated . . . statutes and regulations pertaining to maintenance of records, law enforcement cannot reasonably rely on the dealership's records to protect the public from the innocent purchase of stolen vehicles. Further, that multiple TRPs are issued, that vehicles are on the public roadways for seven days without any registration at all, and that the dealer plates cannot be adequately accounted for

jeopardizes the safety of the general public and law enforcement. Law enforcement conducting a roadside stop cannot properly identify the owner of the vehicle.

(*Id.* at 3.) The Secretary further noted that law enforcement would be unable to correctly identify a vehicle used to commit a crime if that vehicle is not properly registered. (*Id.*) The Secretary found that “the public interest, safety, and welfare imperatively require[] summary suspension,” effective upon service and to remain in effect pending the outcome of an administrative hearing. (*Id.* at 1, 3.) The Suspension Order gave Plaintiff notice of an administrative hearing scheduled **“for the purpose of determining whether [the Licenses] will be revoked** and to give [Plaintiff] an opportunity to contest the above charges.” (*Id.* (emphasis in original).)

Plaintiff elected not to challenge the suspension of its Licenses in court. Instead, on May 26, 2022, Plaintiff and the Secretary agreed to entry of an order staying the Suspension Order. (Stay Agreement, dated May 26, 2022, attached as Ex. B to Greer Decl., at ¶ 1.) Under the Stay Agreement, Plaintiff agreed, among other items, that it (i) “will not have access to Temporary Registration Permits or Plates and will work with a licensed remitter” during the pendency of the administrative proceedings; and (ii) “will be required to comply with all Illinois Laws and Regulations, including refraining from conducting offsite sales, and will be required to report said compliance.” (*Id.* ¶¶ 4–5.) The Stay Agreement further provided:

*In the event that [Plaintiff] fails to adhere to the conditions set forth in this agreement prior to the parties entering into a final disposition, the Secretary of State reserves the right to revoke the Stay, effective immediately upon notice to [Plaintiff] or its registered agent. [Plaintiff’s] deposit shall be forfeited and will be used to offset violations, fines, and costs incurred by members of the public who were harmed by its[] actions, including, but not limited to: citations issued to consumers as the result of improper registration, credit monitoring services for a period not to exceed 1 year for those who suffered identity theft, and those costs associated with rectifying prior title issues raised as a result of this investigation and action by the Secretary of State.*

(*Id.* ¶ 8 (emphasis added).)



On July 18, 2022, the Secretary issued a notice to Plaintiff revoking the stay of the Suspension Order because of Plaintiff's "continuing violations of Illinois statutory requirements" and "failure to fully comply with the conditions set forth" in the Stay Agreement. (Notice dated July 18, 2022 (hereinafter "Revocation Notice"), attached as Ex. C to Greer Decl.) The Revocation Notice provided, in relevant part:

Since the implementation of the Stay Agreement, the Secretary of State has continued to receive complaints concerning the conduct of [Plaintiff's] business in this State, including the following:

- (1) The issuance Temporary Registration Plates of another state to Illinois residents in violation of the Stay Agreement.
- (2) The issuance of Temporary Registration Plates without going through a licensed remitter as required by the Stay Agreement.
- (3) Failure to process title and registration paperwork through the Secretary of State upon sale of a vehicle to Illinois customers.

(*Id.* at 3.) As initially indicated in the Suspension Order, the suspension is to remain in effect pending the outcome of an administrative hearing. (*Id.*) A hearing in the administrative proceedings is currently scheduled for August 30, 2022. (Compl., at ¶ 72.)

On July 25, 2022, Plaintiff filed its Verified Complaint for Injunctive Relief. Count I, which alleges a violation of Section 10-65(d) of the APA, and Count II, which alleges a violation of due process, seek injunctive relief enjoining the Secretary from enforcing the suspension until an administrative hearing is held. (Compl., at 16–18.) Count III seeks "judicial review of arbitrary and capricious agency action" and requests that the Court reverse the Revocation Notice after review of the record of proceedings before the Secretary. (*Id.* at 18–19.)

### LEGAL STANDARD

"A temporary restraining order is an emergency remedy issued to maintain the status quo while the court is hearing evidence to determine whether a preliminary injunction should issue." *Delgado v. Bd. of Election Comm'rs*, 224 Ill. 2d 481, 483 (2007). It is "an extraordinary remedy

applicable only to situations where an extreme emergency exists and serious harm would result if it were not issued.” *Boltz v. Estate of Bryant*, 175 Ill. App. 3d 1056, 1066 (1st Dist. 1988). To obtain this “extraordinary remedy,” a plaintiff “must demonstrate (i) an ascertainable right in need of protection, (ii) a likelihood of success on the merits, (iii) irreparable harm in the absence of injunctive relief, and (iv) the lack of an adequate remedy at law.” *Bridgeview Bank Grp. v. Meyer*, 2016 IL App (1st) 160042, ¶ 12.

Even if a plaintiff is able to carry this heavy burden, it must also make a fifth showing: “the benefits of granting the injunction outweigh the possible injury that the [State] might suffer as a result thereof.” *Gannett Outdoor of Chi. v. Baise*, 163 Ill. App. 3d 717, 721 (1st Dist. 1987). “In balancing the equities, the court should also consider the effect of the injunction on the public.” *Kalbfleisch ex rel. Kalbfleisch v. Columbia Cmty. Unit Sch. No. 4*, 396 Ill. App. 3d 1105, 1119 (5th Dist. 2009). “It is elemental that the court is obliged to consider the injury or inconvenience which may result to the defendant (especially where the defendant is a public body) or the public in general if the injunction is granted.” *G.H. Sternberg & Co. v. Cellini*, 16 Ill. App. 3d 1, 6 (5th Dist. 1973).

## ARGUMENT

### **I. Plaintiff cannot show a likelihood of success on the merits.**

#### **A. The Secretary was entitled to revoke the stay of the Suspension Order due to Plaintiff’s failure to adhere to terms of the Stay Agreement.**

Plaintiff argues that it is likely to succeed on the merits of its claims because there is no public interest, safety, or welfare concern that allows the Secretary to order a suspension of the Licenses before Plaintiff is afforded notice and an opportunity to be heard. (Pl.’s Mot., at 7–10, 12–14.) In making this argument, however, Plaintiff ignores the fact that *it voluntarily entered into the Stay Agreement*, which expressly authorized the Secretary to revoke the stay, effective

immediately upon notice, “[i]n the event that [Plaintiff] fails to adhere to the conditions set forth in this agreement prior to the parties entering into a final disposition.” (Stay Agreement, at ¶ 8.) Thus, the issue before this Court is *not* whether Plaintiff is likely to establish that the Secretary had no authority to summarily suspend the Licenses. Rather, the narrow issue before this Court is whether Plaintiff is likely to establish that the Revocation Notice was contrary to the terms of the Stay Agreement. The Court should find that Plaintiff cannot meet this burden.

The Revocation Notice cited the Secretary’s continued receipt of complaints concerning Plaintiff after the parties entered into the Stay Agreement. Since the entry of the Stay Agreement, the Secretary has received numerous complaints that Plaintiff has (i) issued out-of-state TRPs to Illinois residents, (ii) failed to process title and registration paperwork, and (iii) issued TRPs without going through a licensed remitter as expressly required by the Stay Agreement. (*See* Decl. of Lt. Paxton Spresser (hereinafter “Spresser Decl.”), **Exhibit A** hereto.)

Plaintiff’s motion is entirely silent on its failure to work with a licensed remitter. As to the remaining violations, Plaintiff claims, without factual support, that the only complaints against it as to out-of-state TRPs were issued to vehicles purchased in Illinois before that practice was prohibited by a recent statutory amendment and, in any event, it ceased issuing out-of-state TRPs in February 2022. (Pl.’s Mot., at 9; *see also* Compl., at ¶¶ 51–52.) Plaintiff also claims, without factual support, that it “has fully resolved” the issue of failure to transfer title within twenty days as required by Section 3-113(a) of the Vehicle Code. (Pl.’s Mot., at 8; *see also* Compl., at ¶¶ 35, 55.)

However, since the entry of the Stay Agreement—and even after issuance of the Revocation Notice—the Secretary has received a number complaints indicating that Plaintiff has failed to transfer title in a timely manner, has issued improper TRPs, and otherwise has violated

the Stay Agreement. (*See* Presser Decl., at Ex. 1 thereto.) Plaintiff's claims concerning its findings from its purported investigation into these complaints (*see* Pl.'s Mot., at 10–12) are conclusory and self-serving. In addition, contrary to Plaintiff's position, nothing in the Stay Agreement requires the Secretary to complete investigations of these complaints before revocation. Rather, under the terms of the Stay Agreement, the Secretary plainly had the right to revoke the stay should Plaintiff fail to adhere to the conditions in the agreement. Having received numerous consumer complaints of such failure, the Secretary was entitled under the terms of the Stay Agreement to revoke the stay of the Suspension Order with immediate effect.

Plaintiff could have challenged the Secretary's authority to summarily suspend the Licenses when the Suspension Order was first issued. Instead, Plaintiff chose to participate in the administrative proceedings before the Secretary. As part of those proceedings, the Secretary negotiated in good faith with Plaintiff, resulting in the Stay Agreement, which expressly conditioned the stay of the Suspension Order on Plaintiff's compliance with the terms of the agreement and applicable law. Having received numerous complaints that Plaintiff was not in compliance with the Stay Agreement, the Secretary was entitled to revoke the agreed stay of the Suspension Order.

**B. In any event, significant public interest, safety, and welfare concerns support summary suspension of Plaintiff's Licenses.**

Even if the Court finds that its inquiry should go beyond the terms of the Stay Agreement, significant public interest, safety, and welfare concerns preclude a finding in Plaintiff's favor. In support of its contention that it can show a likelihood of success on the merits of its APA claim, Plaintiff relies on Section 10-65 of the APA, which authorizes summary license suspensions where “the agency finds that the public interest, safety, or welfare imperatively requires emergency action.” *See* 5 ILCS 100/10-65(d). Plaintiff, however, ignores an important fact: driving a vehicle

without proper registration violates Section 3-701 of the Illinois Vehicle Code, 625 ILCS 5/3-701. The Secretary is allowed to issue a citation for a vehicle without proper registration, a class A misdemeanor, which allows local law enforcement officers to seize the improperly registered vehicle. *Id.* § 3-702.

Any vehicle without proper registration cannot be used on the roadways until proper registration is obtained, meaning any consumer who has their registration delayed past the statutory limits would be subject to a citation and liability for a class A misdemeanor. *Id.* Plaintiff's arguments fail to account for the impact of registration issues on the people of Illinois. Indeed, consumer complaints about the delay in receiving proper registration after the TRP expires is a common complaint that the Secretary has received from Illinois motorists and forms a significant part of the administrative proceedings. The Secretary was well within his rights under the APA to revoke the Licenses, pending the result of the administrative proceedings, to protect Illinois residents who may unwittingly drive a vehicle without proper registration because *Plaintiff failed to submit the appropriate paperwork after purchase of the vehicle*. Plaintiff's assertion that its actions do not affect "the public interest, safety, or welfare imperatively requir[ing] emergency action" obfuscates the real reason the Secretary implemented the administrative proceedings and the Order of Revocation: to protect the people of Illinois from driving vehicles without proper registration, a class A misdemeanor.

In sum, Plaintiff has no chance of success on the merits of Counts I and II of its Complaint because the Secretary was justified in issuing the Revocation Notice due to Plaintiff's violations of the terms of the Stay Agreement. Plaintiff voluntarily agreed to those terms. And its violation of those terms has created, and continues to create, an emergency for the public and the many

motorists who have chosen to purchase their vehicles through Plaintiff. For these reasons, Plaintiff's motion for temporary restraining order should be denied.

**C. Plaintiff also has no likelihood of succeeding on Count III because it has not exhausted its administrative remedies.**

Count III of the Complaint is for "judicial review of arbitrary and capricious agency action." (Compl., at 18.) But Plaintiff has not exhausted its administrative remedies.

"Parties aggrieved by the actions of an administrative agency having exclusive jurisdiction over a matter may not seek review in the courts without first exhausting all of their administrative remedies." *Marsh v. Ill. Racing Bd.*, 292 Ill. App. 3d 468, 470 (1st Dist. 1997). In addition, Section 2-118 of the Vehicle Code provides, in relevant part, that "the provisions of the [ARL] . . . shall apply to and govern every action for the judicial review of final acts or decisions of the Secretary of State" concerning suspension, revocation, or denial of licenses, permits, registrations, or certificates of title. 625 ILCS 5/2-118(e). Thus, the ARL provides the sole means to challenge the Secretary's suspension or revocation of the Licenses. *See Callahan v. Sledge*, 2012 IL App (4th) 110819, ¶ 31. "Unless review is sought of an administrative decision within the time and in the manner herein provided, the parties to the proceeding before the administrative agency shall be barred from obtaining judicial review of such administrative decision." 735 ILCS 5/3-102.

Judicial review of an administrative agency's decision under the ARL is proper only after a *final* decision disposing of all claims is issued. 735 ILCS 5/3-101. Without an order resolving all claims before the administrative agency, there is no jurisdiction conferred on the court under the ARL. 735 ILCS 5/3-101, 103.

Here, Plaintiff seeks judicial review of agency action that is the subject of pending administrative proceedings, including a hearing scheduled for August 30, 2022. Because Plaintiff has not exhausted its administrative remedies and no final administrative decision has been issued

by the Secretary, the Court has no jurisdiction to consider Plaintiff's claim for judicial review. Accordingly, Plaintiff cannot show a likelihood of success on the merits of its Count III.

## **II. Plaintiff cannot establish irreparable harm in the absence of an injunction.**

Plaintiff argues that it will suffer irreparable harm in the absence of an injunction because the suspension of its Licenses has resulted and will continue to result in the loss of customers and sales, as well as damage to the livelihoods of Plaintiff's employees. "[T]he loss of income and future business for a brief period pending administrative proceedings does not constitute irreparable harm." *Marsh*, 292 Ill. App. 3d 468, 471. In this case, the Secretary issued the Suspension Order on May 10, 2022, and notified Plaintiff of a hearing on the merits scheduled for four weeks later, on June 8, 2022. (Suspension Order, at 3.) Rather than proceed to the administrative hearing, Plaintiff chose to negotiate the Stay Agreement with the Secretary and continue the administrative proceedings. The Stay Agreement required Plaintiff to adhere to certain terms, which Plaintiff has violated. Plaintiff cannot prove that it will be irreparably harmed by enforcement of the Stay Agreement, when it voluntarily chose to agree to the Stay Agreement's terms. Moreover, Plaintiff's ability to obtain an adequate remedy at law (the administrative hearing and judicial review under the ARL), *see Swan v. Bd. of Educ. of City of Chicago*, No. 13 C 3623, 2013 WL 4401439, at \*28 (N.D. Ill. Aug. 15, 2013), is further reason to find that Plaintiff will not suffer irreparable harm, *see e.g., Hensley Constr., LLC v. Pulte Home Corp.*, 399 Ill. App. 3d 184, 190 (2d Dist. 2010) ("[I]rreparable harm[] 'occurs only where the remedy at law is inadequate[.]'").

## **III. The balancing of the equities weighs in favor of protecting Illinois motorists from operating vehicles without proper registration.**

In balancing the equities, this Court should consider the harm to nonparties such as Illinois motorists. *County of Kendall v. Rosenwinkel*, 353 Ill. App. 3d 529, 541 (2d Dist. 2004).

As discussed above, a serious harm to Illinois residents purchasing cars from Plaintiff exists if the Court grants a temporary restraining order. Illinois motorists whose vehicle registrations were improperly issued by Plaintiff run the risk of being issued a citation, having the vehicle seized by law enforcement, and being charged with a class A misdemeanor. In addition, consumers who are awaiting resolution of outstanding registration issues are unable to use the vehicles after purchasing them. While Plaintiff may lose some sales pending the administrative proceedings, the Secretary has a paramount interest in protecting Illinois motorists from potential liability caused by improper registration of vehicles based on the documentation the car dealer is responsible to submit. Thus, the Court should find that the balance of equities weighs in favor of denying Plaintiff's motion for a temporary restraining order.

### CONCLUSION

For the foregoing reasons, Defendant respectfully requests that the Court deny Plaintiff's Motion for Temporary Restraining Order.

Respectfully submitted,

KWAME RAOUL  
*Attorney General*  
*State of Illinois*  
 Firm No. 40015

By: /s/ Tanya Bouley  
 Tanya K. Bouley  
 Ashley M. Lonski  
 Assistant Attorneys General  
 Office of the Illinois Attorney General  
 100 W. Randolph St., 13th Fl.  
 Chicago, Illinois 60601  
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[Ashley.Lonski@ilag.gov](mailto:Ashley.Lonski@ilag.gov)



# Exhibit A

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
DUPAGE COUNTY, ILLINOIS**

CARVANA, LLC, an Arizona limited liability company,	)	
	)	
Plaintiff,	)	
	)	Case No. 2022 CH 000155
v.	)	
	)	Honorable Bonnie M. Wheaton
JESSE WHITE, in his official capacity as the ILLINOIS SECRETARY OF STATE,	)	
	)	
Defendant.	)	

**DECLARATION OF LIEUTENANT PAXTON SPRESSER**

I, Lieutenant Paxton Spresser, under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, 735 ILCS 5/1-109, certify that the statements set forth in this declaration are true and correct and based on my personal knowledge of the facts set forth herein, that I am competent to testify, and that if called to testify would state as follows:

1. I serve as Region 1 Operations Lieutenant in the Department of Police (the “Department”) of the Illinois Secretary of State (the “Secretary”). The Department is the division of the Secretary responsible for receiving complaints and handling any investigations concerning violations of the Illinois Vehicle Code 625 ILCS 5/1-101 *et seq.* (the “Vehicle Code”). I am submitting this declaration in connection with the Secretary’s Response in Opposition to Plaintiff’s Motion for a Temporary Restraining Order and Injunctive Relief.

2. As a Lieutenant, I am familiar with and oversee the Secretary’s procedures regarding the receipt, investigation, and maintenance of records concerning complaints received of purported violations under the Vehicle Code.

3. I am involved in the Carvana, LLC (“Carvana”) dealership audit and have been involved since April 27, 2022.

4. I have reviewed the complaints received from consumers of vehicles purchased through Carvana before and after the entry of the Agreed Order Staying the Summary Suspension (“Stay Agreement”). The complaints are attached as **Exhibit 1**.

5. The complaints received after the Stay Agreement indicate that Carvana has:

- Failed to submit proper paperwork for license plates on vehicles and the temporary registration and license plates have expired or are about to expire for vehicles purchased by Illinois residents; and
- Carvana sold a vehicle to an Illinois resident without proper title in Carvana’s possession leaving the Illinois resident unable to use or drive the vehicle purchased over a year ago.

6. Temporary registration information is subject to expiration dates. While temporary registration information from another state is recognized in Illinois, a vehicle owner with out-of-state registration information is unable to renew such registration in Illinois when it expires.

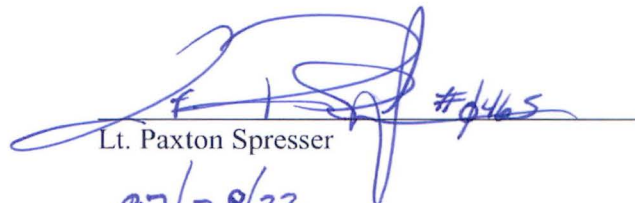
7. Similar complaints were made to the Department before the April 27, 2022 audit was conducted, which led to the Summary Order of Suspension, dated May 10, 2022.

8. These complaints indicate purchasers have not and may never receive or obtain proper title to vehicles they have already purchased.

9. A threat to the public exists insofar as the Department and other law enforcement agencies cannot adequately investigate automobile theft if the registrations and license plates are not properly issued or maintained.

10. Additionally, when Carvana does not issue proper registration after the purchase of an automobile, and during Carvana’s seven-day test-drive policy, law enforcement is unable to identify the vehicle or the proper owner of the vehicle during roadside stops or when attempting to collect evidence after the commission of a crime.

11. The Department continues to receive complaints concerning Carvana on a weekly basis.

  
Lt. Paxton Spreser  
07/28/22  
Date

# Exhibit 1

## OFFICIAL COMPLAINT



ILLINOIS SECRETARY OF STATE

POLICE

 110 E. Adams  
 Springfield, IL 62701  
 FAX: 217-785-0049

\*\*\*Please include all known information and attach copies of all pertinent documentation.\*\*\*

## Complaining Party Information

Last Name: <b>B</b>	First Name: <b>M</b>	Middle Initial:	Date of Birth:
Address:	City:	State: <b>IL</b>	ZIP Code: <b>60455</b>
Driver's License/ID Card Number:	Primary Telephone Number:	Secondary Telephone Number:	
Relationship to Subject of Complaint:	Email Address:		

## Subject of Complaint

Last Name: <b>CARVANA</b>	First Name: <b>RAUL</b>	Middle Initial:	Date of Birth:
Address: <b>1930 W RIO PKWY</b>	City: <b>TEMPE</b>	State: <b>AZ</b>	ZIP Code: <b>85281</b>
Driver's License/ID Card Number:	Primary Telephone Number:	Secondary Telephone Number:	
Place of Employment (If Vehicle Dealer, give name of Dealership):			
Address:	City:	State:	ZIP Code:
Dealer Number: <b>24802</b>	Business Telephone Number: <b>800-333-4554</b>	Salesperson: <b>RAUL</b>	

## Vehicle Information (If Applicable)

1) Year:	Make:	Model:	Color:
Vehicle Identification Number:	Registration Number:		
2) Year:	Make:	Model:	Color:
Vehicle Identification Number:	Registration Number:		

Please provide a narrative of your complaint, including as much detailed information as possible. (Use reverse side if needed.)

*Purchased vehicle from Carvana. After 5 weeks, still have not received plates.*

I hereby affirm that the information I have provided herein is true and correct to the best of my knowledge and belief. I submit this complaint as part of my request that the Illinois Secretary of State Police conduct a criminal investigation based on these facts. I understand that I may be called upon to testify in criminal proceedings as a Complaining Witness.

Signature of Complainant

Date

Full Name of Complainant (print)

Return To: Illinois Secretary of State Police

(For Office Use Only) Date Received:	Reviewed By:	ID Number:	Date:
Open Case? <input type="checkbox"/> Yes <input type="checkbox"/> No	Case Number:	Complainant Notified? <input type="checkbox"/> Yes <input type="checkbox"/> No	

ADM-39 F1

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OFFICIAL COMPLAINT



ILLINOIS SECRETARY OF STATE  
**POLICE**  
110 E. Adams  
Springfield, IL 62701  
FAX: 217-785-6149

\*\*\*Please include all known information and attach copies of all pertinent documentation.\*\*\*

Complaining Party Information

Last Name:	First Name:	Middle Initial:	Date of Birth:
Address:	City:	State:	ZIP Code:
Driver's License/ID Card Number:	Primary Telephone Number:	Secondary Telephone Number:	
Relationship to Subject of Complaint:	Email Address:		

Subject of Complaint

Last Name:	First Name:	Middle Initial:	Date of Birth:
Address:	City:	State:	ZIP Code:
Driver's License/ID Card Number:	Primary Telephone Number:	Secondary Telephone Number:	
Place of Employment (If Vehicle Dealer, give name of Dealership):			
Address:	City:	State:	ZIP Code:
Dealer Number:	Business Telephone Number:	Salesperson:	

Vehicle Information (If Applicable)

1) Year:	Make:	Model:	Color:
Vehicle Identification Number:	Registration Number:		
2) Year:	Make:	Model:	Color:
Vehicle Identification Number:	Registration Number:		

Please provide a narrative of your complaint, including as much detailed information as possible. (Use reverse side if needed.)

CARYANA CLAIMS TO HAVE LOST CASHIER'S CHECK, THEN MISFILED IT. CHANGED DELIVERY DATES, IN ALL 5 WEEKS FROM START TO FINISH TO PURCHASE CAR. WE HAD TO CANCEL PURCHASE AND GET A REFUND ONLY AFTER INITIATING LEGAL ACTION. OF HOURS OF PHONETIME, DOZENS OF TEXT MESSAGES, DOZENS OF EMAILS, STRESSFUL HORRID CUSTOMER SERVICE AND NOW HAVE TO START THE CAR SHOPPING PROCESS ALL OVER AGAIN AND WOULD NOT LET ME COME GET THE CAR IN OAK BROOK ILLINOIS, ONLY 10 MILES FROM ME.

I hereby affirm that the information I have provided herein is true and correct to the best of my knowledge and belief. I submit this complaint as part of my request that the Illinois Secretary of State Police conduct a criminal investigation based on these facts. I understand that I may be called upon to testify in criminal proceedings as a Complaining Witness.

Signature of Complainant: \_\_\_\_\_ Date: 7-20-22

Investigator: PER: Jeff Swan Badge #: \_\_\_\_\_ Date: \_\_\_\_\_

Return To: Illinois Secretary of State Police.

(For Office Use Only) Date Received:	Reviewed By:	ID Number:	Date:
Open Case? <input type="checkbox"/> Yes <input type="checkbox"/> No	Case Number:	Complainant Notified? <input type="checkbox"/> Yes <input type="checkbox"/> No	

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JUL 22 2022  
DISTRICT ONE  
VILLA PARK

## OFFICIAL COMPLAINT



ILLINOIS SECRETARY OF STATE  
**POLICE**  
 110 E. Adams  
 Springfield, IL 62701  
 FAX 217-785-0049

\*\*\*Please include all known information and attach copies of all pertinent documentation.\*\*\*

## Complaining Party Information

Last Name	6	First Name	7	Middle Initial		Date	
Address				State	IL	ZIP Code	60616
Driver's License/ID Card Number				Primary Telephone Number		Secondary Telephone Number	
Relationship to Subject of Complaint		Customer		Email Address			

## Subject of Complaint

Last Name		First Name		Middle Initial		Date of Birth	
Address		City		State		ZIP Code	
Driver's License/ID Card Number		Primary Telephone Number		Secondary Telephone Number			
Place of Employment (If Vehicle Dealer, give name of Dealership): CARVANIA							
Address		1930 N. RIO SALADO PKWY		City	Tempe	State	AZ
Dealer Number		Business Telephone Number		800-333-4534		ZIP Code	85281
				Salesperson:			

## Vehicle Information (If Applicable)

11 Year		Make		Model		Color	
Vehicle Identification Number				Registration Number			
21 Year		Make		Model		Color	
Vehicle Identification Number				Registration Number			

Please provide a narrative of your complaint, including as much detailed information as possible (Use reverse side if needed)

*Delayed registration issues for permanent plate.  
 Purchased vehicle from CARVANIA paperwork was not processed.*

I hereby affirm that the information I have provided herein is true and correct to the best of my knowledge and belief. I submit this complaint as part of my request that the Illinois Secretary of State Police conduct a criminal investigation based on these facts. I understand that I may be called upon to

Signature of Complainant: [Redacted]  
 Date: 7/12/2022  
 Full Name of Complainant (print): [Redacted]

Return To: Illinois Secretary of State Police,

(For Office Use Only) Date Received	Reviewed By	ID Number	Date
Open Case? <input type="checkbox"/> Yes <input type="checkbox"/> No	Case Number:	Complainant Notified? <input type="checkbox"/> Yes <input type="checkbox"/> No	

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## OFFICIAL COMPLAINT



ILLINOIS SECRETARY OF STATE

POLICE

 110 E. Adams  
 Springfield, IL 62701  
 FAX: 217-785-6149

\*\*\*Please include all known information and attach copies of all pertinent documentation.\*\*\*

## Complaining Party Information

Last Name: J	First Name: M	Middle Initial:	Date of Birth:
Address:		City:	State: IL ZIP Code: 62712
Driver's License/ID Card Number:	Primary Telephone Number:	Secondary Telephone Number:	
Relationship to Subject of Complaint: self	Email Address:		

## Subject of Complaint

Last Name: CARVANA	First Name:	Middle Initial:	Date of Birth:
Address: 1700 W 29th St		City: Kansas City	State: MO ZIP Code: 64108
Driver's License/ID Card Number:	Primary Telephone Number:	Secondary Telephone Number:	
Place of Employment (If Vehicle Dealer, give name of Dealership):			
Address:		City:	State: ZIP Code:
Dealer Number:	Business Telephone Number:	Salesperson:	

## Vehicle Information (If Applicable)

1) Year:	Make:	Model:	Color:
Vehicle Identification Number:		Registration Number: do not have this currently	
2) Year:	Make:	Model:	Color:
Vehicle Identification Number:		Registration Number:	

Please provide a narrative of your complaint, including as much detailed information as possible. (Use reverse side if needed.)

Carvana is not sending copy of title of Nissan Leaf in a timely manner. They are stating 5-10 weeks to process the registration and have already taken payment. Currently the Nissan Leaf has temporary plates from Missouri that expire in September 2022.

I hereby affirm that the information I have provided herein is true and correct to the best of my knowledge and belief. I submit this complaint as part of my request that the Illinois Secretary of State Police conduct a criminal investigation based on these facts. I understand that I may be called upon to testify in criminal proceedings as a Complaining Witness.

07/22/2022

Date

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JUL 25 2022

Full Name of Complainant (print)

Investigator

 Badge #  
 Date  
 DISTRICT ONE  
 VILLA PARK

Return To: Illinois Secretary of State Police,

(For Office Use Only) Date Received:	Reviewed By:	ID Number:	Date:
Open Case? <input type="checkbox"/> Yes <input type="checkbox"/> No	Case Number:	Complainant Notified? <input type="checkbox"/> Yes <input type="checkbox"/> No	

ADM-39 F1

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Apx. 313

7-26-22 OK per Capt. Garza

Issued & mailed TEP  
 Complainant will be issued incorrect  
 plate, has since moved. updated address



ILLINOIS SECRETARY OF STATE

**POLICE**

110 E. Adams  
 Springfield, IL 62701  
 FAX: 217-785-6149

**OFFICIAL COMPLAINT**

\*\*\*Please include all known information and attach copies of all pertinent documentation.\*\*\*

**Complaining Party Information**

Last Name: M	First Name: C	Middle Initial:	Date of Birth:
Address:		City:	State: IL ZIP Code: 61822
Driver's License/ID Card Number:	Primary Telephone Number:	Secondary Telephone Number:	
Relationship to Subject of Complaint: Self		Email Address:	

**Subject of Complaint**

Last Name:	First Name:	Middle Initial:	Date of Birth:
Address:		City:	State: ZIP Code:
Driver's License/ID Card Number:	Primary Telephone Number:	Secondary Telephone Number:	
Place of Employment (If Vehicle Dealer, give name of Dealership): Carvana			
Address:		City:	State: ZIP Code:
Dealer Number:	Business Telephone Number:	Salesperson:	

**Vehicle Information (If Applicable)**

1) Year:	Make:	Model:	Color:
Vehicle Identification Number:		Registration Number:	
2) Year:	Make:	Model:	Color:
Vehicle Identification Number:		Registration Number:	

Please provide a narrative of your complaint, including as much detailed information as possible. (Use reverse side if needed.)

Approximately 15 months ago, I purchased this car through Carvana. I still have not received plates or registration. After several months they admitted to me they sold the car without the title in their possession. They have been illegally routing the plates through Arizona. They now say they have the registration but I still don't have the plates. I do not know if there is a title or registration and I have a temporary license that expires August 15th

Please process for a replacement title, registration and temporary plates

I hereby affirm that the information I have provided herein is true and correct to the best of my knowledge and belief. I submit this complaint as part of my request that the Illinois Secretary of State Police conduct a criminal investigation based on these facts. I understand that I may be called upon to testify in criminal proceedings as a Complaining Witness.

07/25/2022

Date

Full Name of Complainant (print)

Investigator

Badge #

Date

Return To: Illinois Secretary of State Police,

(For Office Use Only) Date Received: Reviewed By: ID Number: Date:

Open Case? ☐ Yes ☐ No Case Number: Complainant Notified? ☐ Yes ☐ No

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## OFFICIAL COMPLAINT



ILLINOIS SECRETARY OF STATE

POLICE

110 E. Adams

Springfield, IL 62701

FAX: 217-785-6149

\*\*\*Please include all known information and attach copies of all pertinent documentation.\*\*\*

## Complaining Party Information

Last Name: P	First Name: S	Middle Initial:	Date of Birth:
Address:		City:	State: IL ZIP Code: 61853
Driver's License/ID Card Number:	Primary Telephone Number:	Secondary Telephone Number:	
Relationship to Subject of Complaint: Same		Email Address:	

## Subject of Complaint

Last Name: Carvana	First Name:	Middle Initial:	Date of Birth:
Address:		City:	State: ZIP Code:
Driver's License/ID Card Number:	Primary Telephone Number:	Secondary Telephone Number:	
Place of Employment (If Vehicle Dealer, give name of Dealership):			
Address:		City:	State: ZIP Code:
Dealer Number:	Business Telephone Number:	Salesperson:	

## Vehicle Information (If Applicable)

1) Year:	Make:	Model:	Color:
Vehicle Identification Number:		Registration Number:	
2) Year:	Make:	Model:	Color:
Vehicle Identification Number:		Registration Number:	

Please provide a narrative of your complaint, including as much detailed information as possible. (Use reverse side if needed.)

We purchased our vehicle on 05/30/2022 from Carvana. We receive temporary plate from the company on 06/10/2022

via Fed Ex. The temp plates from Florida expired on 07/08/2022. We did not receive our vehicle until 07/01/2022 and called

Carvana. They states that they could not issue a new temp tag due to regulations. They said they would rush the

registration forms and we should receive plates within days. No plates arrived. In multiple talks with Carvana, weekly

no less than 3 times, we have be told that registration is being processed, however I have a vehicle that can not be driven

legally. We are now at 07/21/2022 at Carvana still has not processed registration or plates for our vehicle.

I own a vehicle that I purchased, it has been delivered, and now I can not drive it because Carvana refuses to do their

job and simply process the paperwork they have to complete the registration.

I hereby affirm that the information I have provided herein is true and correct to the best of my knowledge and belief. I submit this complaint as part of my request that the Illinois Secretary of State Police conduct a criminal investigation based on these facts. I understand that I may be called upon to testify in any legal proceedings as a Complaining Witness.

Date

Investigator

Badge #

Date

Return To: Illinois Secretary of State Police.

(For Office Use Only) Date Received:	Reviewed By:	ID Number:	Date:
Open Case? <input type="checkbox"/> Yes <input type="checkbox"/> No	Case Number:	Complainant Notified? <input type="checkbox"/> Yes <input type="checkbox"/> No	

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RECEIVED

JUL 21 2022

DISTRICT ONE  
VILLA PARK





# LETTER TO SHAREHOLDERS

---

## Q3 | 2021





Dear Shareholders,

The third quarter was another great quarter for Carvana. We delivered 111,949 retail units and grew revenue to \$3.5 billion, an increase of 74% and 125% YoY respectively. We achieved total GPU of \$4,672, an increase of over \$600 YoY. We also delivered our second consecutive quarter of positive EBITDA.

These are impressive results that are made even more impressive with context. We entered the quarter under significant operational constraints that arose from Q2's record growth and from facing the Delta COVID-19 wave that peaked late in the third quarter and impacted our efficiency.

Since the onset of the pandemic, we have often found ourselves constrained in different parts of our operational chain. Throughout, our team has persevered and executed. Despite these constraints, we are now buying and selling over 3x as many cars as we were two years ago, and our team is hard at work unlocking additional capacity.

This execution speaks to the quality of our team, to the quality of our customer offering, to our long-term perspective, and to the quality of the foundation that long-term perspective has allowed us to lay over the last 8 ½ years.

We remain firmly on the path to changing the way people buy cars, to delivering more than 2 million cars per year, and to becoming the largest and most profitable automotive retailer.

## Summary of Q3 2021 Results

Q3 2021 Financial Results: All financial comparisons stated below are versus Q3 2020, unless otherwise noted. Complete financial tables appear at the end of this letter.

- Retail units sold totaled 111,949, an increase of 74%
- Revenue totaled \$3.480 billion, an increase of 125%
- Total gross profit was \$523 million, an increase of 100%
- Total gross profit per unit was \$4,672, an increase of \$616
- Net loss was \$68 million, an increase from \$18 million
- EBITDA margin was 0.2%, a decrease from 1.4%
- Basic and diluted net loss per Class A share was \$0.38 based on 84.8 million shares of Class A common stock

### Q3 2021 Other Results:

- Expanded our population coverage to 80.6% through the addition of 9 new markets
- Announced a partnership with Root to offer embedded auto insurance to Carvana customers

## Recent Events

We also note the following recent highlight:

- Announced a partnership with Hertz to leverage our technology and logistics network to sell more vehicles online

## Outlook

Our financial goal is to become the largest and most profitable automotive retailer. We expect to round out an extremely strong year in pursuit of this goal.

We expect the following in Q4 and for the full year:

- We continue to see exceptional demand and expect retail units sold to be governed primarily by our operational capacity.
- We expect revenue growth in Q4 to be more closely aligned with retail unit growth than it was in Q3.
- We expect total GPU to be in the low-to-mid \$4,000s for the full year, marking our 8<sup>th</sup> consecutive year of substantial gains. We expect to see a seasonal pattern in total GPU in the fourth quarter, with Q4 lower than Q3.
- Finally, we plan to continue to invest in the business both to catch up with current demand and to prepare for growth in 2022 and beyond, leading to a seasonal sequential increase in SG&A per retail unit in Q4 and close to breakeven EBITDA margin for the full year.

With our progress so far this year, we believe our path to becoming the largest and most profitable automotive retailer has never been clearer.

For more information regarding the non-GAAP financial measures discussed in this letter, please see the reconciliations of our non-GAAP measurements to their most directly comparable GAAP-based financial measurements included at the end of this letter.

## Scaling Operational Capacity

Q3 was a strong quarter, including 74% retail unit growth, our second highest quarter ever on total GPU, and our second consecutive quarter of positive EBITDA. The quarter was impacted by continuing operational constraints brought on by our explosive growth in buying cars from customers over the last two quarters and by the Delta wave of COVID-19.

The rise of the Delta variant negatively impacted our production volume in Q3. Despite those challenges, we grew immediately available inventory, which increased to an average of 16.4k units in Q3 from 12.8k units in Q2. We remain on track to launch 8 new IRCs before the end of 2022 and continue to focus on growing our IRC teams in preparation for future growth.

Our explosive growth in buying cars from customers over the last two quarters created significant operational constraints in our system. Buying more cars from customers leads to more last mile pickups, more customer care interactions, and more complex title processing requirements, which in turn leads to more complex registration processing. Our teams are responding by enhancing our systems and processes to adapt to this rapid change.

To ease the pressure on our system while we catch up, we began metering both retail units and cars bought from customers mid-quarter to allow our operational capacity to catch up to demand and ensure we are providing the best possible customer experiences. Most notably, to manage retail sales volume, we reduced the number of vehicles shown to customers in search results, which limited the benefits of higher immediately available inventory on retail units sold in the quarter.

We continue to expect our operational capacity to be the most important driver of our growth and remain focused on increasing capacity through all parts of our operational chain, including vehicle production, fulfillment, and customer care. Over the last two quarters we have made continual progress in these areas despite the unique hiring environment, and we expect to continue to increase our operational capacity in Q4 with an eye toward 2022.



\*Immediately available inventory are vehicles listed on our website that have been reconditioned and photographed and are available for immediate purchase by a customer, excluding marketplace units. They are a subset of total website units, which is reported in key operating metrics and represents all vehicles listed on our website including immediately available inventory, vehicles currently engaged in a purchase or reserved by a customer, and units that can be reserved that generally have not yet completed the inspection and reconditioning process.

## Partnerships

In Q3, we announced a partnership with Root, a leading technology-centric insurance company. We started a relationship with Root about a year ago that has grown to be a deeply integrated partnership that will combine their capabilities with our own.

Root has built high-quality, customer-centric technology and processes and shares our vision for a simple, fully integrated insurance solution. This partnership enables us to further improve and simplify our customer experiences, to deepen the relationships we have with our customers, and to generate incremental unit economics. The partnership is structured to align our incentives and generate focus from both companies as we build the best solutions for our customers.

In Q4, we announced a partnership with Hertz that allows Hertz to leverage our technology and logistics network to sell more vehicles online. This partnership highlights Carvana's platform capabilities, allowing Hertz to sell more vehicles more quickly and Carvana to offer a wider selection of high-quality vehicles to its customers. These Hertz vehicles will meet Carvana's required vehicle quality standards and will be covered by Carvana's 7-day return policy and 100-day limited warranty.

Vehicles sold through the partnership will be listed on Carvana's online marketplace and will be fulfilled through our operations. Marketplace units sold are included in retail units sold, but they receive net revenue treatment, meaning we do not record the full amount of the vehicle sales price or cost of goods sold. Like Carvana-owned units, marketplace units may generate revenue and gross profit from the sale of the vehicle, trade-ins, financing, and ancillary products.

We remain in the very early stages of rolling out our partnerships with Root and Hertz and will provide more details over time as the partnerships and their impacts more fully take shape.

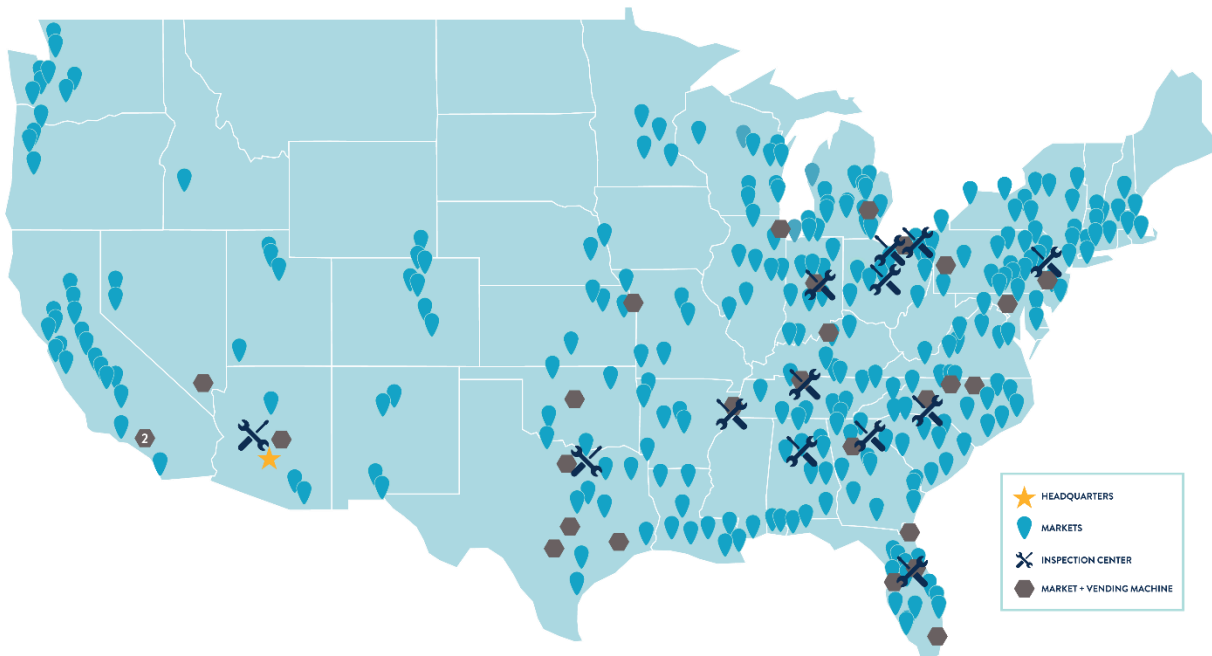


## Expansion

In Q3 2021 we expanded the total percentage of the U.S. population we serve to 80.6%, up from 79.4% at the end of Q2 2021 through the addition of 9 new markets, taking another step toward our goal of 95% population coverage in the U.S.

We remain on track to open 8 IRCs before the end of 2022, bringing our total capacity at full utilization to over 1.25 million units.

## CARVANA MARKETS, VENDING MACHINES, AND IRCs



\*As of November 4, 2021

For a complete list of our market opening history, estimated populations, and estimated total industry used vehicle sales by market, along with details on our IRCs, please see: [investors.carvana.com/investor-resources/investor-materials](https://investors.carvana.com/investor-resources/investor-materials)

## Management Objectives

Our three primary financial objectives are: (1) Grow Retail Units and Revenue; (2) Increase Total Gross Profit Per Unit; and (3) Demonstrate Operating Leverage. We believe continued focus on these goals will lead to a strong long-term financial model.

Below we present our long-term financial model that we introduced at our Analyst Day on November 29, 2018. We believe this is the appropriate frame through which to evaluate our results and progress towards each of our financial objectives.

## LONG TERM FINANCIAL GOALS

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Q3 2021	Long Term Target
<b>YoY Revenue Growth</b>	<b>180%</b>	<b>135%</b>	<b>128%</b>	<b>101%</b>	<b>42%</b>	<b>125%</b>	–
<b>Gross Margin</b>	<b>5.3%</b>	<b>7.9%</b>	<b>10.1%</b>	<b>12.9%</b>	<b>14.2%</b>	<b>15.0%</b>	<b>15 – 19%</b>
Advertising	7.4%	6.5%	5.7%	5.2%	5.1%	3.6%	1.0 – 1.5%
SG&A ex. Advertising and D&A	21.1%	18.2%	14.9%	13.7%	13.7%	11.3%	4.5 – 5.5%
D&A	1.3%	1.3%	1.2%	1.0%	1.3%	0.7%	0.5 – 1.0%
SG&A Total as % of Revenue	29.8%	26.0%	21.7%	20.0%	20.2%	15.7%	6 – 8%
Net Income (loss) Margin	(25.5%)	(19.1%)	(13.0%)	(9.3%)	(8.3%)	(2.0%)	–
<b>EBITDA Margin</b>	<b>(23.2%)</b>	<b>(16.9%)</b>	<b>(10.5%)</b>	<b>(6.2%)</b>	<b>(4.6%)</b>	<b>0.2%</b>	<b>8 – 13.5%</b>

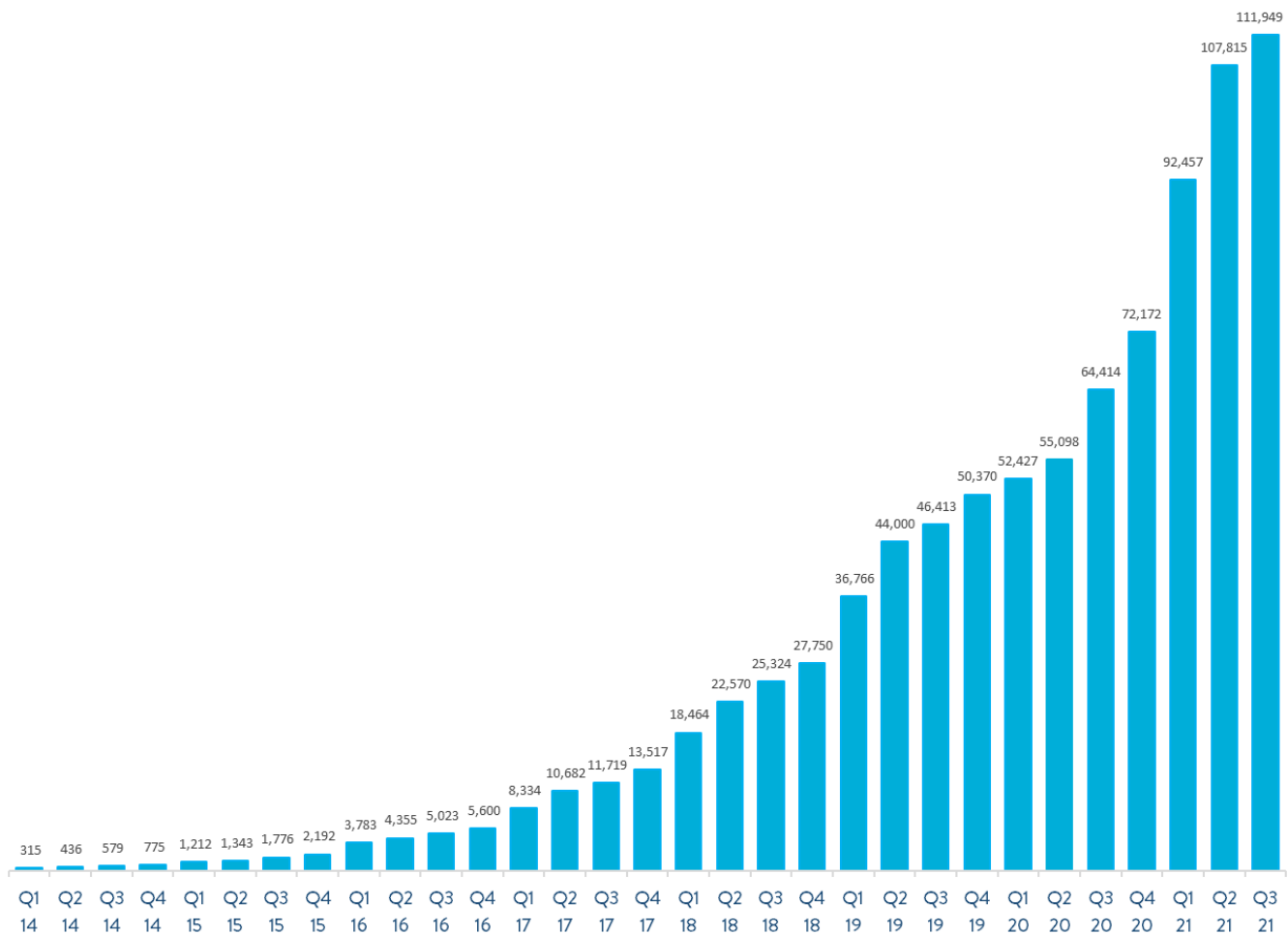
Note: Numbers may not foot due to rounding.

## Objective #1: Grow Retail Units and Revenue

For the quarter, retail units sold totaled 111,949 growing 74% YoY vs. 64,414 in Q3 2020, and up 141% vs. Q3 2019. Q3 revenue grew to \$3.480 billion, up 125% YoY from \$1.544 billion, and up 218% vs. Q3 2019. Revenue growth was aided by higher used vehicle prices this year compared to prior years.

We grew rapidly in Q3 despite facing various operational constraints. Demand continues to outpace our ability to fulfill it, and we are taking many steps to ramp up operational capacity in the near-term to catch up to demand and support growth in 2022 and beyond.

### QUARTERLY RETAIL UNIT SALES

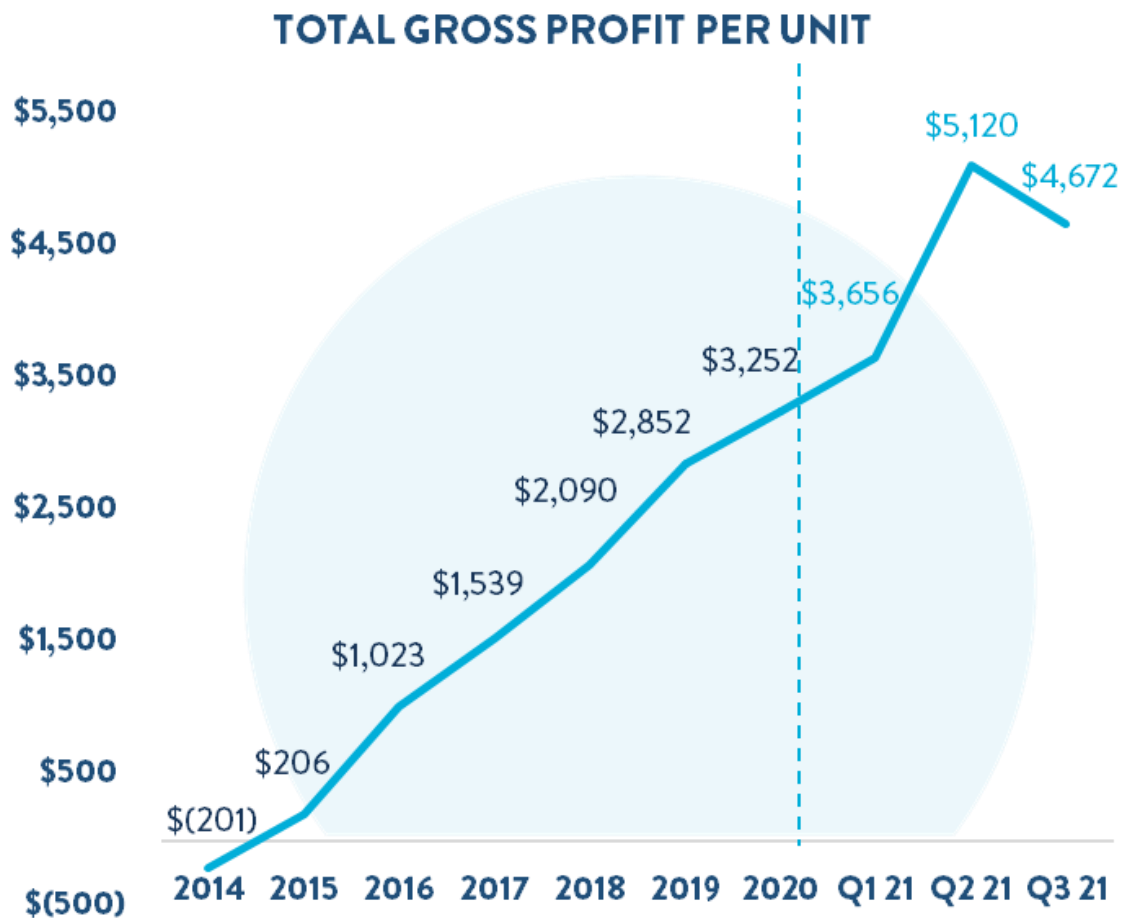


## Objective #2: Increase Total Gross Profit Per Unit

Total GPU was \$4,672 in Q3 2021, an increase of \$616 year-over-year.

For Q3 2021:

- Total
  - Total GPU was \$4,672 vs. \$4,056 in Q3 2020
- Retail
  - Retail GPU was \$1,769 vs. \$1,857 in Q3 2020
  - Year-over-year changes in Retail GPU were primarily driven by higher reconditioning costs, in part resulting from the impact of the Delta variant on production throughput, and higher wholesale acquisition prices, partially offset by a higher customer-sourced ratio.
- Wholesale
  - Wholesale GPU was \$420 vs. \$266 in Q3 2020
  - Year-over-year changes in Wholesale GPU were driven by record volume of 50,204 wholesale units sold (+227% YoY), and a change in gross profit per wholesale unit sold to \$936 from \$1,113 in Q3 2020.
- Other
  - Other GPU was \$2,483 vs. \$1,934 in Q3 2020
  - Year-over-year changes in Other GPU were primarily driven by strong finance execution and the impact of higher industry-wide vehicle prices on average loan size.

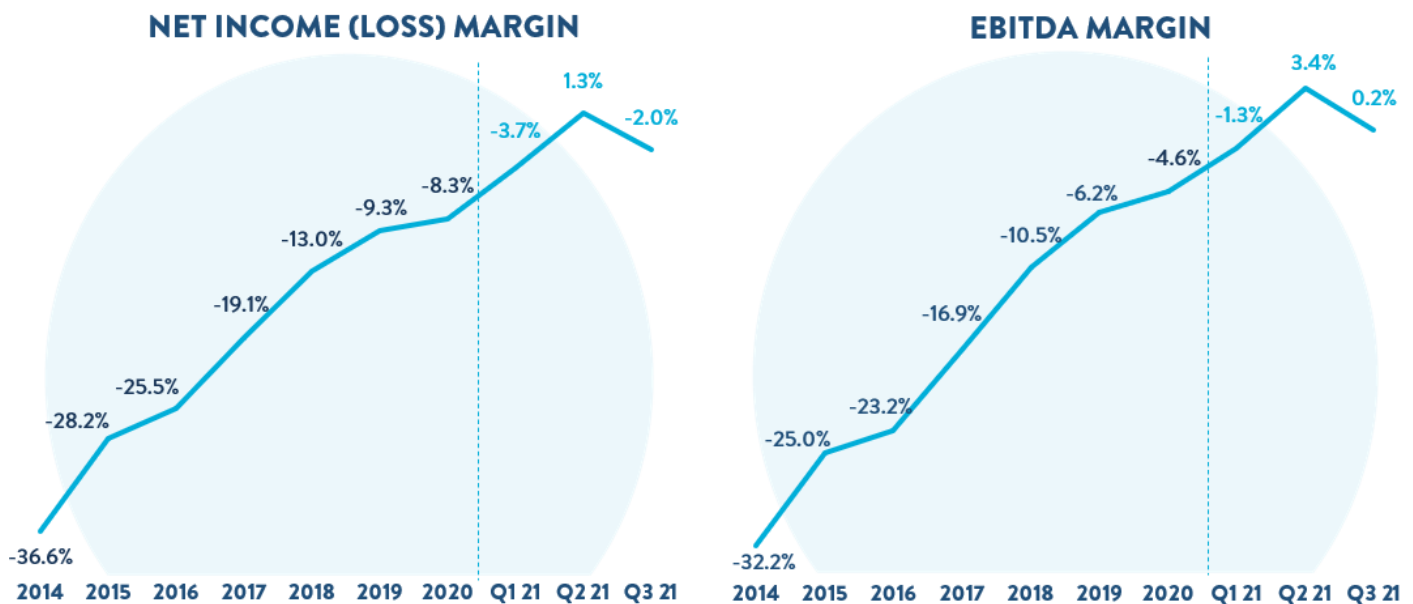


### Objective #3: Demonstrate Operating Leverage

We achieved positive EBITDA for the second consecutive quarter in Q3, while investing significantly throughout the business to catch up to demand and support growth in 2022 and beyond. Net loss margin and EBITDA margin were (2.0%) and 0.2%, respectively, a change from (1.2%) and 1.4% in Q3 2020.

For Q3 2021, as a percentage of revenue:

- Total SG&A levered by 1.6% year-over-year, primarily driven by the impact of higher used vehicle prices on revenue. Compensation and benefits as well as logistics expense were approximately flat as a percent of revenue, advertising levered by 0.6%, market occupancy levered by 0.1%, and other SG&A levered by 0.9%. All SG&A components were impacted by our increase in cars bought from customers relative to cars sold to customers, the Delta variant wave, and our significant investments to catch up to demand and support growth in 2022 and beyond.



### Summary

In the third quarter, we grew revenue by 125% to \$3.5 billion and recorded our second straight EBITDA positive quarter.

Highlighting the scale of our opportunity, we did this with approximately 1% nationwide market penetration.

Highlighting the fragmentation in the industry, even at 1% market penetration, we are the second largest and by far the fastest growing player in the market.

We are well on our way to selling more than 2 million cars per year and to becoming the largest and most profitable automotive retailer.

The opportunity is enormous. We see it. And we are going to keep working hard for it.

The march continues.

Sincerely,

Ernie Garcia, III, Chairman and CEO

Mark Jenkins, CFO

## Appendix

### Conference Call Details

Carvana will host a conference call today, November 4, 2021, at 5:30 p.m. EDT (2:30 p.m. PDT) to discuss financial results. To participate in the live call, analysts and investors should dial (833) 255-2830 or (412) 902-6715, and ask for "Carvana Earnings." A live audio webcast of the conference call along with supplemental financial information will also be accessible on the company's website at [investors.carvana.com](https://investors.carvana.com). Following the webcast, an archived version will also be available on the Investor Relations section of the company's website. A telephonic replay of the conference call will be available until November 11, 2021, by dialing [\(877\) 344-7529](tel:8773447529) or [\(412\) 317-0088](tel:4123170088) and entering passcode 10161002#.

### Forward Looking Statements

This letter contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements reflect Carvana's current expectations and projections with respect to, among other things, its financial condition, results of operations, plans, objectives, future performance, and business. These statements may be preceded by, followed by or include the words "aim," "anticipate," "believe," "estimate," "expect," "forecast," "intend," "likely," "outlook," "plan," "potential," "project," "projection," "seek," "can," "could," "may," "should," "would," "will," the negatives thereof and other words and terms of similar meaning.

Forward-looking statements include all statements that are not historical facts. Such forward-looking statements are subject to various risks and uncertainties. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. Among these factors are risks related to the "Risk Factors" identified in our Annual Report on Form 10-K for 2020 and our Quarterly Report on Form 10-Q for the third quarter of 2021.

There is no assurance that any forward-looking statements will materialize. You are cautioned not to place undue reliance on forward-looking statements, which reflect expectations only as of this date. Carvana does not undertake any obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments, or otherwise.

### Use of Non-GAAP Financial Measures

As appropriate, we supplement our results of operations determined in accordance with U.S. generally accepted accounting principles ("GAAP") with certain non-GAAP financial measurements that are used by management, and which we believe are useful to investors, as supplemental operational measurements to evaluate our financial performance. These measurements should not be considered in isolation or as a substitute for reported GAAP results because they may include or exclude certain items as compared to similar GAAP-based measurements, and such measurements may not be comparable to similarly-titled measurements reported by other companies. Rather, these measurements should be considered as an additional way of viewing aspects of our operations that provide a more complete understanding of our business. We strongly encourage investors to review our consolidated financial statements included in publicly filed reports in their entirety and not rely solely on any one, single financial measurement or communication.

Reconciliations of our non-GAAP measurements to their most directly comparable GAAP-based financial measurements are included at the end of this letter.

Investor Relations Contact Information: Mike Levin, [investors@carvana.com](mailto:investors@carvana.com)

**CARVANA CO. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
**(Unaudited)**

(In millions, except number of shares, which are reflected in thousands, and par values)

	September 30, 2021	December 31, 2020
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 297	\$ 301
Restricted cash	107	28
Accounts receivable, net	178	79
Finance receivables held for sale, net	368	275
Vehicle inventory	2,285	1,036
Beneficial interests in securitizations	312	131
Other current assets, including \$10 and \$6, respectively, due from related parties	143	73
Total current assets	3,690	1,923
Property and equipment, net	1,333	909
Operating lease right-of-use assets, including \$20 and \$22, respectively, from leases with related parties	273	156
Intangible assets, net	5	6
Goodwill	9	9
Other assets, including \$7 and \$4, respectively, due from related parties	50	32
Total assets	<u>\$ 5,360</u>	<u>\$ 3,035</u>
<b>LIABILITIES &amp; STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable and accrued liabilities, including \$23 and \$16, respectively, due to related parties	\$ 700	\$ 342
Short-term revolving facilities	455	40
Current portion of long-term debt	74	65
Other current liabilities, including \$4 and \$3, respectively, from leases with related parties	32	20
Total current liabilities	1,261	467
Long-term debt, excluding current portion	3,134	1,617
Operating lease liabilities, excluding current portion, including \$15 and \$19, respectively, from leases with related parties	256	148
Other liabilities	1	1
Total liabilities	4,652	2,233
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, \$0.01 par value - 50,000 shares authorized; none issued and outstanding as of September 30, 2021 and December 31, 2020	—	—
Class A common stock, \$0.001 par value - 500,000 shares authorized; 85,569 and 76,512 shares issued and outstanding as of September 30, 2021 and December 31, 2020, respectively	—	—
Class B common stock, \$0.001 par value - 125,000 shares authorized; 87,200 and 95,592 shares issued and outstanding as of September 30, 2021 and December 31, 2020, respectively	—	—
Additional paid-in capital	785	742
Accumulated deficit	(400)	(354)
Total stockholders' equity attributable to Carvana Co.	385	388
Non-controlling interests	323	414
Total stockholders' equity	708	802
Total liabilities & stockholders' equity	<u>\$ 5,360</u>	<u>\$ 3,035</u>

**CARVANA CO. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
**(Unaudited)**

(In millions, except number of shares, which are reflected in thousands, and per share amounts)

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2021</b>	<b>2020</b>	<b>2021</b>	<b>2020</b>
<b>Sales and operating revenues:</b>				
Used vehicle sales, net	\$ 2,650	\$ 1,289	\$ 6,954	\$ 3,245
Wholesale vehicle sales, including \$15, \$1, \$37, and \$1, respectively, from related parties	552	130	1,349	259
Other sales and revenues, including \$52, \$26, \$143, and \$69, respectively, from related parties	278	125	758	256
<b>Net sales and operating revenues</b>	<b>3,480</b>	<b>1,544</b>	<b>9,061</b>	<b>3,760</b>
Cost of sales, including \$17, \$1, \$21, and \$3, respectively, to related parties	2,957	1,282	7,648	3,210
<b>Gross profit</b>	<b>523</b>	<b>262</b>	<b>1,413</b>	<b>550</b>
Selling, general and administrative expenses, including \$7, \$5, \$19, and \$14, respectively, to related parties	546	269	1,413	784
Interest expense, including \$0, \$0, \$0, and \$1, respectively, to related parties	48	20	121	69
Other (income) expense, net	(3)	(9)	(16)	5
<b>Net loss before income taxes</b>	<b>(68)</b>	<b>(18)</b>	<b>(105)</b>	<b>(308)</b>
Income tax provision	—	—	—	—
<b>Net loss</b>	<b>(68)</b>	<b>(18)</b>	<b>(105)</b>	<b>(308)</b>
Net loss attributable to non-controlling interests	(36)	(11)	(59)	(200)
<b>Net loss attributable to Carvana Co.</b>	<b>\$ (32)</b>	<b>\$ (7)</b>	<b>\$ (46)</b>	<b>\$ (108)</b>
Net loss per share of Class A common stock, basic and diluted	\$ (0.38)	\$ (0.10)	\$ (0.56)	\$ (1.73)
Weighted-average shares of Class A common stock, basic and diluted <sup>(1)</sup>	84,779	70,005	81,427	62,244

(1) Weighted-average shares of Class A common stock outstanding have been adjusted for unvested restricted stock awards.



**CARVANA CO. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Unaudited)  
(In millions)

	<b>Nine Months Ended September 30,</b>	
	<b>2021</b>	<b>2020</b>
<b>Cash Flows from Operating Activities:</b>		
Net loss	\$ (105)	\$ (308)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization expense	72	52
Loss on disposal of property and equipment	1	6
Provision for bad debt and valuation allowance	16	11
Gain on loan sales	(528)	(129)
Equity-based compensation expense	28	18
Amortization and write-off of debt issuance costs and bond premium	8	6
Originations of finance receivables	(5,315)	(2,493)
Proceeds from sale of finance receivables, net	5,375	2,479
Principal payments received on finance receivables held for sale	136	60
Unrealized gain on beneficial interests in securitization	(6)	(4)
Changes in assets and liabilities:		
Accounts receivable	(111)	(46)
Vehicle inventory	(1,230)	(198)
Other assets	(86)	(18)
Accounts payable and accrued liabilities	319	112
Operating lease right-of-use assets	(117)	(18)
Operating lease liabilities	121	23
Net cash used in operating activities	(1,422)	(447)
<b>Cash Flows from Investing Activities:</b>		
Purchases of property and equipment	(390)	(270)
Principal payments received on beneficial interests in securitizations	38	9
Net cash used in investing activities	(352)	(261)
<b>Cash Flows from Financing Activities:</b>		
Proceeds from short-term revolving facilities	8,733	3,426
Payments on short-term revolving facilities	(8,318)	(3,868)
Proceeds from issuance of long-term debt	1,525	203
Payments on long-term debt	(46)	(18)
Payments of debt issuance costs	(21)	(12)
Net proceeds from issuance of Class A common stock	—	1,059
Proceeds from equity-based compensation plans	1	5
Tax withholdings related to restricted stock awards	(25)	(9)
Net cash provided by financing activities	1,849	786
<b>Net increase in cash, cash equivalents and restricted cash</b>	<b>75</b>	<b>78</b>
Cash, cash equivalents and restricted cash at beginning of period	329	118
Cash, cash equivalents and restricted cash at end of period	<u>\$ 404</u>	<u>\$ 196</u>

**CARVANA CO. AND SUBSIDIARIES**  
**OUTSTANDING SHARES AND LLC UNITS**  
**(Unaudited)**

LLC Units (adjusted for the exchange ratio and participation thresholds) are considered potentially dilutive shares of Class A common stock because they are exchangeable into shares of Class A common stock, if the Company elects not to settle exchanges in cash. Weighted-average shares of Class A common stock and as-exchanged LLC Units, which were evaluated for potentially dilutive effects and were determined to be anti-dilutive, are as follows:

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2021</b>	<b>2020</b>	<b>2021</b>	<b>2020</b>
	<b>(in thousands)</b>			
Weighted-average shares of Class A common stock outstanding	84,779	70,005	81,427	62,244
Weighted-average as-exchanged LLC Units for shares of Class A common stock	90,062	104,406	93,331	104,907
	<u>174,841</u>	<u>174,411</u>	<u>174,758</u>	<u>167,151</u>

**CARVANA CO. AND SUBSIDIARIES**  
**RECONCILIATION OF GAAP TO NON-GAAP FINANCIAL MEASURES**  
**(Unaudited)**

To supplement the consolidated financial statements, which are prepared and presented in accordance with U.S. GAAP, we also present the following non-GAAP measures: EBITDA and EBITDA margin. We believe the presentation of both U.S. GAAP and non-GAAP financial measures provides investors with increased transparency into financial measures used by our management team, and it also improves investors' understanding of our underlying operating performance and their ability to analyze our ongoing operating trends. All historic non-GAAP financial measures have been reconciled with the most directly comparable U.S. GAAP financial measures.

**EBITDA and EBITDA Margin**

EBITDA and EBITDA Margin are supplemental measures of operating performance that do not represent and should not be considered an alternative to net loss or cash flow from operations, as determined by U.S. GAAP. EBITDA is defined as net loss before interest expense, income tax expense, and depreciation and amortization expense. EBITDA Margin is EBITDA as a percentage of total revenues. We use EBITDA to measure the operating performance of our business and EBITDA Margin to measure our operating performance relative to our total revenues. We believe that EBITDA and EBITDA Margin are useful measures to us and to our investors because they exclude certain financial and capital structure items that we do not believe directly reflect our core operations and may not be indicative of our recurring operations, in part because they may vary widely across time and within our industry independent of the performance of our core operations. We believe that excluding these items enables us to more effectively evaluate our performance period-over-period and relative to our competitors. EBITDA and EBITDA Margin may not be comparable to similarly titled measures provided by other companies due to potential differences in methods of calculations. A reconciliation of EBITDA to net (loss) income, which is the most directly comparable U.S. GAAP measure, and calculation of EBITDA Margin is as follows:

	Three Months Ended				
	Sep 30, 2020	Dec 31, 2020	Mar 31, 2021	Jun 30, 2021	Sep 30, 2021
	(dollars in millions)				
Net (loss) income	\$ (18)	\$ (154)	\$ (82)	\$ 45	\$ (68)
Depreciation and amortization expense	19	22	22	24	26
Interest expense	20	62	30	43	48
EBITDA <sup>(1)</sup>	<u>\$ 21</u>	<u>\$ (70)</u>	<u>\$ (30)</u>	<u>\$ 112</u>	<u>\$ 6</u>
Total revenues	\$ 1,544	\$ 1,827	\$ 2,245	\$ 3,336	\$ 3,480
Net (loss) income margin	<u>(1.1)%</u>	<u>(8.5)%</u>	<u>(3.7)%</u>	<u>1.3 %</u>	<u>(2.0)%</u>
EBITDA Margin	<u>1.4 %</u>	<u>(3.9)%</u>	<u>(1.3)%</u>	<u>3.4 %</u>	<u>0.2 %</u>

(1) We incurred less than \$1 million of income tax provision for each period presented.

	Years Ended December 31,						
	2014	2015	2016	2017	2018	2019	2020
	(dollars in millions)						
Net loss	\$ (15)	\$ (37)	\$ (93)	\$ (164)	\$ (255)	\$ (365)	\$ (462)
Depreciation and amortization expense	2	3	5	11	24	41	74
Interest expense	—	1	3	8	25	81	131
EBITDA <sup>(1)</sup>	<u>\$ (13)</u>	<u>\$ (33)</u>	<u>\$ (85)</u>	<u>\$ (145)</u>	<u>\$ (206)</u>	<u>\$ (243)</u>	<u>\$ (257)</u>
Total revenues	\$ 42	\$ 130	\$ 365	\$ 859	\$ 1,955	\$ 3,940	\$ 5,587
Net loss margin	<u>(36.6)%</u>	<u>(28.2)%</u>	<u>(25.5)%</u>	<u>(19.1)%</u>	<u>(13.0)%</u>	<u>(9.3)%</u>	<u>(8.3)%</u>
EBITDA Margin	<u>(32.2)%</u>	<u>(25.0)%</u>	<u>(23.2)%</u>	<u>(16.9)%</u>	<u>(10.5)%</u>	<u>(6.2)%</u>	<u>(4.6)%</u>

(1) We incurred \$0 million for each of the years ended 2014 through 2019, and less than \$1 million for 2020 of income tax provision.

**CARVANA CO. AND SUBSIDIARIES**  
**RESULTS OF OPERATIONS**  
(Unaudited)

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2021	2020	Change	2021	2020	Change
	(in millions, except unit and per unit amounts)			(in millions, except unit and per unit amounts)		
Net sales and operating revenues:						
Used vehicle sales, net	\$ 2,650	\$ 1,289	105.6 %	\$ 6,954	\$ 3,245	114.3 %
Wholesale vehicle sales <sup>(1)</sup>	552	130	324.6 %	1,349	259	420.8 %
Other sales and revenues <sup>(2)</sup>	278	125	122.4 %	758	256	196.1 %
Total net sales and operating revenues	<u>\$ 3,480</u>	<u>\$ 1,544</u>	125.4 %	<u>\$ 9,061</u>	<u>\$ 3,760</u>	141.0 %
Gross profit:						
Used vehicle gross profit	\$ 198	\$ 120	65.0 %	\$ 528	\$ 268	97.0 %
Wholesale vehicle gross profit <sup>(1)</sup>	47	17	176.5 %	127	26	388.5 %
Other gross profit <sup>(2)</sup>	278	125	122.4 %	758	256	196.1 %
Total gross profit	<u>\$ 523</u>	<u>\$ 262</u>	99.6 %	<u>\$ 1,413</u>	<u>\$ 550</u>	156.9 %
Unit sales information:						
Used vehicle unit sales	111,949	64,414	73.8 %	312,221	171,939	81.6 %
Wholesale vehicle unit sales	50,204	15,375	226.5 %	123,296	33,406	269.1 %
Per unit selling prices:						
Used vehicles	\$ 23,671	\$ 20,013	18.3 %	\$ 22,273	\$ 18,874	18.0 %
Wholesale vehicles	\$ 10,995	\$ 8,450	30.1 %	\$ 10,941	\$ 7,752	41.1 %
Per unit gross profit:						
Used vehicle gross profit	\$ 1,769	\$ 1,857	(4.8)%	\$ 1,691	\$ 1,559	8.5 %
Wholesale vehicle gross profit	\$ 420	\$ 265	58.4 %	\$ 407	\$ 150	171.3 %
Other gross profit	\$ 2,483	\$ 1,934	28.4 %	\$ 2,428	\$ 1,489	63.0 %
Total gross profit	<u>\$ 4,672</u>	<u>\$ 4,056</u>	15.2 %	<u>\$ 4,526</u>	<u>\$ 3,198</u>	41.5 %
Per wholesale unit gross profit:						
Wholesale vehicle gross profit	\$ 936	\$ 1,113	(15.9)%	\$ 1,030	\$ 775	32.9 %

(1) Includes \$15, \$1, \$37, and \$1, respectively, of wholesale revenue from related parties.

(2) Includes \$52, \$26, \$143, and \$69, respectively, of other sales and revenues from related parties.

**CARVANA CO. AND SUBSIDIARIES**  
**COMPONENTS OF SG&A**  
**(Unaudited)**

	Three Months Ended				
	Sep 30, 2020	Dec 31, 2020	Mar 31, 2021	Jun 30, 2021	Sep 30, 2021
	(in millions)				
Compensation and benefits <sup>(1)</sup>	\$ 80	\$ 100	\$ 126	\$ 148	\$ 181
Advertising	65	84	100	119	126
Market occupancy <sup>(2)</sup>	10	11	13	15	18
Logistics <sup>(3)</sup>	18	23	30	34	40
Other <sup>(4)</sup>	96	124	128	154	181
Total	<u>\$ 269</u>	<u>\$ 342</u>	<u>\$ 397</u>	<u>\$ 470</u>	<u>\$ 546</u>

(1) Compensation and benefits includes all payroll and related costs, including benefits, payroll taxes, and equity-based compensation, except those related to preparing vehicles for sale, which are included in cost of sales, and those related to the development of software products for internal use, which are capitalized to software and depreciated over the estimated useful lives of the related assets.

(2) Market occupancy costs includes occupancy costs of our vending machine and hubs. It excludes occupancy costs related to reconditioning vehicles which are included in cost of sales and the portion related to corporate occupancy which are included in other costs.

(3) Logistics includes fuel, maintenance and depreciation related to operating our own transportation fleet, and third-party transportation fees, except the portion related to inbound transportation, which is included in cost of sales.

(4) Other costs include all other selling, general and administrative expenses such as IT expenses, corporate occupancy, professional services and insurance, limited warranty, and title and registration.

**CARVANA CO. AND SUBSIDIARIES**  
**LIQUIDITY RESOURCES**  
(Unaudited)

	September 30, 2021	December 31, 2020
	(in millions)	
Cash and cash equivalents	\$ 297	\$ 301
Availability under short-term revolving facilities <sup>(1)</sup>	1,338	1,088
Availability under sale-leaseback agreements <sup>(2)</sup>	—	19
<b>Committed liquidity resources available</b>	<b>\$ 1,635</b>	<b>\$ 1,408</b>

(1) Based on pledging all eligible vehicles and finance receivables under the available capacity in the Floor Plan Facility and Finance Receivable Facilities, excluding the impact to restricted cash requirements.

(2) We have \$556 million and \$250 million of total unfunded gross real estate assets as of September 30, 2021 and December 31, 2020, respectively.

As of September 30, 2021 and December 31, 2020, the short-term revolving facilities had total capacity of \$3.25 billion and \$2.25 billion, an outstanding balance of \$455 million and \$40 million, and unused capacity of approximately \$2.8 billion and \$2.2 billion, respectively. Subsequent to September 30, 2021, we entered into an additional short-term finance receivable facility which increased capacity by \$350 million.

In addition, we had \$109 million and \$48 million of total unpledged beneficial interests in securitizations as of September 30, 2021 and December 31, 2020, respectively.





**SURVEY OF STATE CONTRACT LAW AUTHORITIES CONCERNING  
SCOPE OF INTEGRATION OF CONTRACT TERMS  
LIKE THOSE BEFORE THE COURT IN THIS ACTION**

<b>STATE</b>	<b>AUTHORITY</b>
Alabama	<i>Colafrancesco v. Crown Pontiac-GMC, Inc.</i> , 485 So. 2d 1131 (Ala. 1986)
Alaska	<i>Zamarello v. Reges</i> , 321 P.3d 387 (Alaska 2014)
Arizona	<i>Arizona v. Tohono O'odham Nation</i> , 944 F.Supp.2d 748 (D.Ariz.2013)
Arkansas	<i>R.C.A. Photophone v. Sharum</i> , 75 S.W.2d 59 (1934)
California	<i>Sullivan v. Massachusetts Mut. Life Ins. Co.</i> , 611 F.2d 261, 264 (9th Cir. 1979)
Colorado	<i>Nelson v. Elway</i> , 908 P.2d 102, 110 (Colo.1995)
Connecticut	<i>Sims v. Honda Motor Co.</i> , 623 A.2d 995 (Conn. 1993)
Delaware	<i>Focus Fin. Partners, LLC v. Holsopple</i> , 241 A.3d 784 (Del. Ch. 2020)
DC	<i>Ozerol v. Howard Univ.</i> , 545 A.2d 638, 641 (D.C. 1988), <i>on reh'g</i> , 555 A.2d 1033 (D.C. 1989)
Florida	<i>Duval Motors Co. v. Rogers</i> , 73 So. 3d 261 (Fla. Dist. Ct. App. 2011)
Georgia	<i>In re Atlanta Times, Inc.</i> , 3 U.C.C. Rep. Serv. 893 (N.D. Ga. 1966)
Hawaii	<i>State Farm Fire and Cas. Co. v. Pacific Rent-All, Inc.</i> , 978 P.2d 753 (1999)
Idaho	<i>Chambers v. Thomas</i> , 844 P.2d 698 (1992)
Illinois	<i>Air Safety, Inc. v. Tchrs. Realty Corp.</i> , 185 Ill. 2d 457, 464, 706 N.E.2d 882, 885 (1999)
Indiana	<i>Dicen v. New Sesco, Inc.</i> , 839 N.E.2d 684, 688 (Ind. 2005)
Kansas	<i>Carolina Indus. Prods., Inc. v. Learjet, Inc.</i> , 189 F.Supp.2d 1147 (D.Kan.2001)
Kentucky	<i>United States v. Hardy</i> , 916 F. Supp. 1373 (W.D. Ky. 1995)
Louisiana	<i>Harnischfeger Sale Corp. v. Sternberg Co.</i> , 154 So. 10 (1934)
Maine	<i>Brown Development Corp. v. Hemond</i> , 2008 ME 146, 956 A.2d 104 (Me. 2008)
Maryland	<i>Baker DC, LLC v. Baggette Constr., Inc.</i> , 378 F. Supp. 3d 399 (D. Md. 2019)
Michigan	<i>Zwiker v. Lake Superior State Univ.</i> , No. 355128, 2022 WL 414183, at *10 (Mich. Ct. App. Feb. 10, 2022)
Minnesota	<i>Westendorf v. Pennsylvania Gen. Ins. Co.</i> , 435 N.W.2d 110, 112 (Minn. Ct. App. 1989)
Mississippi	<i>BLW Motors, LLC v. Vicksburg Ford Lincoln Mercury, Inc.</i> , No. 3:19-CV-577-DPJ-FKB, 2020 WL 1584402, at *3 (S.D. Miss. Apr. 1, 2020)



**SURVEY OF STATE CONTRACT LAW AUTHORITIES CONCERNING  
SCOPE OF INTEGRATION OF CONTRACT TERMS  
LIKE THOSE BEFORE THE COURT IN THIS ACTION**

<b>STATE</b>	<b>AUTHORITY</b>
Missouri	<i>Brewer v. Devore</i> , 960 S.W.2d 519, 522 (Mo. Ct. App. 1998)
Montana	<i>Richards v. JTL Grp., Inc.</i> , 2009 MT 173, ¶ 19, 350 Mont. 516, 523, 212 P.3d 264, 270
Nebraska	<i>Lincoln Benefit Life Co. v. Edwards</i> , 45 F. Supp. 2d 722 (D. Neb. 1999)
Nevada	<i>Kaldi v. Farmers Ins. Exch.</i> , 117 Nev. 273, 281, 21 P.3d 16, 21 (2001)
New Hampshire	<i>Lapierre v. Cabral</i> , 122 N.H. 301, 444 A.2d 522 (1982)
New Jersey	<i>Capparelli v. Lopatin</i> , 459 N.J. Super. 584, 608, 212 A.3d 979, 994 (App. Div. 2019)
New Mexico	<i>Ruggles v. Ruggles</i> , 116 N.M. 52, 860 P.2d 182 (1993)
New York	<i>Anchor Sav. Bank, FSB v. Republicbank Dallas, Nat. Ass'n</i> , 549 N.Y.S.2d 123 (2d Dep't 1989)
North Carolina	<i>First Commerce Bank v. Dockery</i> , 615 S.E.2d 314 (2005)
North Dakota	<i>Golden Eye Res., LLC v. Ganske</i> , 2014 ND 179, ¶ 17, 853 N.W.2d 544, 551
Ohio	<i>Williams v. Spitzer Autoworld Canton, L.L.C.</i> , 913 N.E.2d 410 (Ohio 2009)
Oklahoma	<i>Warren v. Pulley</i> , 141 P.2d 288 (1943).
Oregon	<i>Cron v. Zimmer</i> , 296 P.3d 567 (2013)
Pennsylvania	<i>Yocca v. Pittsburgh Steelers Sports, Inc.</i> , 854 A.2d 425 (Pa. 2004)
Rhode Island	<i>Raiche v. Scott</i> , 101 A.3d 1244 (R.I. 2014) Under Rhode Island law, a court can consider parol evidence for the purpose of "supplement[ing] an agreement that is incomplete" or not fully integrated
South Carolina	<i>Commercial Credit Corp. v. Nelson Motors, Inc.</i> , 147 S.E.2d 481 (1966), not integration case, <i>Wilson v. Landstrom</i> , 315 SE 2d 130 is
South Dakota	<i>Pankratz v. Hoff</i> , 806 N.W.2d 231 (S.D. 2011)
Tennessee	<i>Schaeffer v. Am. Honda Motor Co.</i> , 976 F.Supp. 736, 741 (W.D. Tenn. 1997)
Texas	<i>Morgan Bldgs. &amp; Spas, Inc. v. Humane Soc'y of Se. Texas</i> , 249 S.W.3d 480, 486 (Tex. App. 2008)
Utah	<i>Tangren Fam. Tr. v. Tangren</i> , 2008 UT 20, ¶ 19, 182 P.3d 326, 332
Vermont	<i>Hoeker v. Department of Social and Rehabilitation Services</i> , 765 A.2d 495 (2000)
Virginia	<i>Worsham v. Worsham</i> , 74 Va. App. 151, 166, 867 S.E.2d 63, 70 (2022)

**SURVEY OF STATE CONTRACT LAW AUTHORITIES CONCERNING  
SCOPE OF INTEGRATION OF CONTRACT TERMS  
LIKE THOSE BEFORE THE COURT IN THIS ACTION**

<b>STATE</b>	<b>AUTHORITY</b>
	<i>DePhillips v. Zolt Const. Co.</i> , 136 Wash. 2d 26, 32, 959 P.2d 1104, 1108 (1998)
Washington	
West	<i>TD Auto Fin. LLC v. Reynolds</i> , 243 W. Va. 230, 842 S.E.2d 783, 785 (2020)
Virginia	
	<i>Tufail v. Midwest Hosp., LLC</i> , 2013 WI 62, ¶ 30, 348 Wis. 2d 631, 644, 833 N.W.2d 586, 593
Wisconsin	
	<i>Rehnberg v. Hirshberg</i> , 2003 WY 21, ¶ 16, 64 P.3d 115, 119 (Wyo. 2003)
Wyoming	

## HOW IT WORKS

# BUYING FROM CARVANA

### FIND YOUR RIDE

Every car comes standard with a limited 100 day/4,189 mile "Worry Free Guarantee." If something should happen, we'll take care of it.



#### **Browse 25,000 cars**

All of our vehicles are inspected and reconditioned by technicians and have no reported fire, frame, or flood damage according to CARFAX™ and AutoCheck®.

[See how vehicles get Carvana Certified](#)

#### **Find cars that fit your budget**

See real, personalized numbers when you finance online with Carvana. Helping you find a car that fits your budget perfectly, in only a few minutes.

[Learn about Carvana financing](#)

#### **Call dibs**

That's right, you can call dibs on a car and we'll hold it for 30 minutes while you complete your purchase process. If you have any questions, our Customer Advocates

complete your purchase process. If you have any questions, our Customer Navigators are always ready to help.

## SEARCH VEHICLES

## HELPFUL TOOLS



### CARVANA CAR FINDER

Answer a few questions to find the best car for you.

[Find your ride](#)



### REDUCE YOUR PAYMENTS

Find out the trade-in value of your vehicle.

[Get your offer](#)



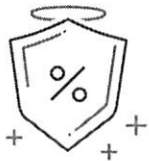
### LOAN CALCULATOR

Use our loan calculator to budget for your new car.

[Budget your payments](#)

## PAY YOUR WAY

When it comes to paying for your vehicle, you have three options. Whichever one you choose, we'll do our best to make it quick, easy, and hassle-free.



#### FINANCE WITH CARVANA

About 80% of customers choose to finance with us.

GET PREQUALIFIED



#### PAY WITH CASH

Use funds from your bank account.



#### THIRD PARTY FINANCING

Feel free to finance with another lender.

## DECIDE HOW YOU WANT IT

Every car comes standard with a limited 100 day/4,189 mile "Worry Free Guarantee." If something should happen, we'll take care of it.

Your location: Bethesda, MD

Delivery as soon as:



NOVEMBER

1

Deliver to:  
**Bethesda, MD**

LEARN MORE

**Apx. 341**

You might be eligible for free delivery

Pickup as soon as:



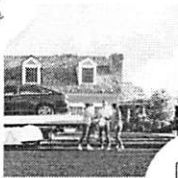
OCTOBER  
**31**

Closest pickup location:  
**Gaithersburg, MD**

[LEARN MORE](#)

## WE'RE HERE FOR YOU

Your experience doesn't end once you get the keys. Our goal is to make sure you have total peace of mind when it comes to your new ride.



### 7-Days to love it or return it

We want you to love your new ride. Which is why every Carvana car comes with a 7-day return policy. Take it for a spin and see if it fits your life. If you don't love it, simply return it.

[Learn more](#)

### 100 Day limited warranty

For added peace of mind, every Carvana car comes standard with a 100 day / 4,189 mile "Worry Free" I Warranty.

[Learn more](#)



#### **CarvanaCare** (optional)

CarvanaCare offers comprehensive coverage so you can drive knowing your vehicle is protected from unforeseen issues giving you complete peace of mind.

[Learn more](#)

#### **Gap Coverage** (optional)

Life happens and it's never at a convenient time. That's why Gap covers any difference between your insurance payout and your loan in the event of a total loss. We got your back!

[Learn more](#)

## CUSTOMER REVIEWS



### **Absolutely Love Carvana**

EriBar3

Aug. 10, 2020

The process is seamless. I've just purchased my 2nd car from Carvana and love the process. I will never go to the dealership.

## How can we help?

Check out some answers to common questions about buying from Carvana.

### How does your process work?



Great question! On our search page, we show a 360-degree view of our cars online and offer Touchless Delivery right to your driveway. To learn more about our safety measures, click [here](#).

Once you've selected the car that you're interested in, we will ask you to choose your method of payment, including if you'd like to use a trade-in as a down payment, and upload documents unique to your purchase.

Next, you can choose to add additional coverage or protection to your new car.

Finally, you will choose if you want your new car delivered or if you prefer to pick it up. Once you receive your vehicle, you'll have 7 days to see if it's the right vehicle for you! If you [change your mind within those 7 days](#), we'll take it back or swap it out for another one up to 3 times. Click Get Started on any vehicle to begin!

### How do I buy a car?



Once you find the car you want, click Get Started in the upper right hand corner to begin the purchase process. Once you've clicked Get Started, we extend a certain amount of time for you to fill out your information. You should see the timer above "vehicle reserved" in the upper right hand corner. As you enter your information and complete each step, the time should extend so that you have ample time to pull up what you need! During this time, the vehicle is reserved for you to schedule your delivery or pick-up. Once the time expires, the car will be available for other customers to select again.

### How long are my Carvana Financing terms good for?



Carvana Financing terms are good for 45 days from the date you received them. If they expire, or your information changes, you can request new terms by [resubmitting your application](#).

### How does registration work?



For the majority of our customers, we are able to complete the registration process for you. We handle the necessary title and registration paperwork with you at the time of delivery or pick-up, and then we complete the rest with the DMV. The vehicle will come with a Temporary Operating Plate, and once registration is completed, your permanent plates and registration will be mailed to the address on file. Please make sure you notify us of any potential address change.

In most states, we can also [transfer](#) registration and plates for you. All you need to do is upload a photo of your current registration to your [dashboard](#) and let an Advocate know that you'd like to transfer plates prior



to your delivery or pickup appointment.

The time it takes to complete the registration process can vary by state. You can view your registration status and any outstanding tasks on your [dashboard](#).

\* Some [state restrictions](#) may apply.

### What happens at delivery?

We have adjusted our delivery process to better protect our customers during these unprecedented times. Please view a breakdown of our updated [touchless delivery](#) experience below...

1. **Driver's license confirmation:** Our Advocate will ask you to send a selfie with your driver's license.
2. **Vehicle sanitation:** We'll unload the vehicle and use sanitizing wipes on the keys, shifter, and steering wheel. We'll then leave the paperwork with a pen and keys inside the car.
3. **Customer call:** Once the car is ready, we will get into the hauler and give you a call to let you know that you can take a look.
4. **Document review:** After you're finished with your test spin, we'll call to walk you through signing your registration documents.
5. **Envelope collection:** Once your paperwork is signed, we'll ask you to place the registration envelope, along with any titles or checks, if applicable, in a secure spot for us to collect.
6. **Purchase completion:** If everything is good to go, we'll complete the purchase in our system and give you a call to say thanks!
7. **Paperwork review:** Finally, we'll review the paperwork for accuracy from inside the hauler before returning to our hub.

[VIEW ALL SUPPORT ARTICLES](#)

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## ABOUT US WHY CARVANA

### GET THE CAR WITHOUT THE CAR SALESMAN®

Your experience doesn't end once you get the keys. Our goal is to make sure you have peace of mind when it comes to your new ride.



#### 100% Online

Shop our wide range of affordable vehicles from the comfort of your home. Plus, there's no bogus fees so you can find the right car at the right price.

[Search all vehicles](#)

#### Pick up your car or have it delivered

With Carvana, you decide how and when you'll receive your ride. Have it delivered right to your driveway or pick it up from one of our Car Vending Machines. Your choice.

[Learn more](#)

VIEW HOW IT WORKS

WE'RE LOOKING OUT FOR YOU

Apx. 347

Every Carvana car comes standard with a limited 100 day/4,189 mile warranty. Should anything happen, we'll take care of it so you can rest easy.



### **Inspected and reconditioned**

All of the vehicles in our inventory and our partners' inventory are inspected and reconditioned by technicians and have no reported fire, frame, or flood damage according to CARFAX™ and AutoCheck®

[Learn more](#)

### **7-Days to love it or return it**

Every Carvana car comes with a 7-day return policy. Take it for a spin and see if it truly fits your life. If you don't love it after 7-days, simply return it. It's that easy.

[Learn more](#)

### **Carpool Program**

The Carpool program is a Carvana community-led initiative where we help spread goodwill by donating vehicles to people nominated by their friends, family, and neighbors for making an impact in their community.

[Learn more](#)

### **Car donation to a local hero**

We're always looking to help those who help others. So when we learned that Phoenix resident, Shannon Vivar, used her car to protect a family from a suspected drunk driver, we wasted no time in helping her out.

[Learn more](#)

## **GIVING BACK**

At Carvana, we put people first and selling cars second. Which is why giving back to local communities is an important part of our company's mission.

## CUSTOMER REVIEWS

☆☆☆☆

**Absolutely Love Carvana**  
EriBar3

☆☆☆☆

**Great experience**  
Josie23

☆☆☆☆

**How easy was that?**  
SanteeDan Aug. 10, 2020

The process is seamless. I've just purchased my 2nd car from Carvana and love the process. Will definitely be back for my next purchase. The process was so simple and easy to follow. I will be back for my next purchase. The process was so simple and easy to follow. I will be back for my next purchase.

## How can we help?

Check out some answers to common questions about Carvana.

How does your process work?



Where are Carvana cars located?



How do Carvana's Car Vending Machines work?



If I get pre-qualified through Carvana, does it impact my credit?



Are Carvana's vehicles certified?



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## CONTACT US

What can Sebastian help you with today?



SUPPORT CENTER > PURCHASING A CAR

## How does your process work?

Great question! On our search page, we show a 360-degree view of our cars online and offer Touchless Delivery right to your driveway. To learn more about our safety measures, click [here](#).

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Next, you can choose to add additional coverage or protection to your new car.

Finally, you will choose if you want your new car delivered or if you prefer to pick it up. Once you receive your vehicle, you'll have 7 days to see if it's the right vehicle for you! If you [change your mind within those 7 days](#), we'll take it back or swap it out for another one up to 3 times. Click Get Started on any vehicle to begin!

Was this article helpful?

YES

NO

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[SUPPORT CENTER](#) > **PURCHASING A CAR**

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Was this article helpful?

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**DANA JENNINGS**

And

**JOSEPH A. FURLONG,**

*On their individual behalf and on  
behalf of other similarly situated  
persons,*

Plaintiffs,

v.

**CARVANA, LLC**

Defendant.

Case No.: 5:21-cv-05400-EGS

**DECLARATION OF ROBERT COCCO**

Robert Cocco, being of lawful age, declares:

1. I have personal knowledge of the facts set forth herein.
2. I submit this declaration in support of my clients, Joseph Furlong, and his Motion for Class Certification pursuant to Rule 23 herein.
3. I have been admitted to practice before this Court, the Middle District of Pennsylvania, the Western District of Pennsylvania and the Pennsylvania state courts. I am a 1987 graduate of St. Joseph's University and a 1991 graduate of the Temple University Beasley School of Law.
4. Since 2001, I have focused my practice in consumer protection litigation, including predatory mortgage lending, fair debt collection practices, auto fraud litigation, fair credit reporting, student loan disputes, and consumer class actions.

5. In 2008 and 2013, I received, respectively, a Community Leadership Award from the Pennsylvania State Senate and a Community Services Award sponsored by Pennsylvania State Senator Shirley Kitchen to recognize my legal efforts to help those victimized in abusive consumer transactions.
6. I have previously been appointed to serve as class counsel. *See Alexander v. Coast Professional* (E.D. Pa. 0:14-cv-04735); *Payne et al. v. Marriot Employees Federal Credit Union*, (USDC for the E.D. of Pa., Civ. Act. No. 2:18-cv-04009-WB) (2019).
7. I have also represented hundreds of consumer debtors in both the state and federal litigation, including the following published case holdings: (1) *McMaster v. CIT Group/Consumer Fin., Inc.*, 2006 U.S. Dist. LEXIS 28831 (E.D. Pa. 2006); (2) *Johnson v. Chase Manhattan Bank*, 2007 U.S. Dist. LEXIS 50569 (E.D. Pa. 2007); and, 3) *Graham v. Servis One, Inc.*, U.S.E.D. Pa. No. 18-cv-04377-WB.
8. In the course of my career I have presented multiple lectures or presentations related to my practice including the following:
  - Speaker, Phila. Bar Assn Labor and Employment Law Committee sponsored CLE, “The Million Dollar Sentence and Other Recent Trends in Employment Background Check Litigation” on Aug. 25, 2018 (Philadelphia, PA);
  - Speaker, Why the Fuss about Arbitration? American Bar Association, January 13, 2015 (New Orleans, LA);
  - Speaker, Defending a Foreclosure: Helping Families Save Their Homes, LawReview CLE, August 20, 2013;
  - Speaker, PREDATORY LENDING: Bringing and Defending Against Consumer Lending Lawsuits, National Business Institute, March 3, 2009;
  - Speaker, The Federal and Pennsylvania Response to the Credit Crisis, Pennsylvania Bar Institute, March 18, 2009;

- Speaker, National Association of Consumer Advocates 2009 Consumer Rights Litigation Conference, National Association of Consumer Advocates, Oct. 22-25, 2009 (Philadelphia, PA);

9. My professional memberships include: the National Association of Consumer Advocates and Philadelphia Bar Association.
10. Neither I nor my co-counsel nor the Named Plaintiff have any interests that are antagonistic to the class or that would adversely affect any of us from acting as class counsel or named representatives in this action.
11. Mr. Furlong has and will continue to protect the interests of the Class members in the prosecution of this action. Each have remained in regular contact with my office and have expressed a willingness and ability to answer questions and appear for court proceedings and depositions as necessary and appropriate.

I swear under penalty of perjury and upon personal knowledge that the foregoing is true and correct to the best of my knowledge.

Executed on October 31, 2022

/s/Robert P. Cocco  
Robert Cocco

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

JOSEPH FURLONG, *et al.*,  
*individually & on behalf of all others*  
*similarly situated,*

Plaintiffs,

v.

CARVANA, LLC

Defendant.

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Case No. 5:21-cv-05400

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**DECLARATION OF PHILLIP ROBINSON**

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Phillip Robinson, being of lawful age, declares:

1. I have personal knowledge of the facts set forth herein.
2. I submit this declaration in support of Plaintiff Joseph Furlong's Motion for Class Certification pursuant to Rule 23.
3. I was first licensed to practice law in 2000. I am currently admitted to practice before the Maryland Court of Appeals, and various federal courts including the United States District Court for the District of Maryland, United States District Court for the District of Columbia, the United States Court of Appeals for the Fourth Circuit, and the United States Court of Appeals for the Ninth Circuit.
4. My previous and current practice has included representing consumers in financial transactions, concentrating in debt collection and financial service practices. I have represented consumers in cases involving federal and state consumer protection laws for approximately 18 years. I have been counsel in over a hundred cases involving

consumer protection claims before this and other courts throughout the country. My case resume is attached hereto as Exhibit A.

5. In addition to my current practice, I previously was Of Counsel to the Legg Law Firm, LLC and a past Executive Director and Attorney for Civil Justice Inc., an award winning private not-for-profit legal services program that concentrates on legal representation in the area of predatory consumer practices in Maryland.
6. In the community, I have also served in a variety of appointed positions and have been recognized in a variety of settings including:

- Appointed Member of the Maryland State Bar Association's Laws Committee (2019 to 2022)
- Appointed Recipient of the Consumer Advocate of the Year Award, National Association of Consumer Advocates (2016)
- Appointed Member, Montgomery County, Maryland Advisory Committee on Consumer Affairs (2007 to 2011, 2021 to the Present)
- Appointed Member, Maryland Consumer Rights Coalition Board of Directors (2010-2011)
- Recipient of the Denis J. Murphy Consumer Advocate of the Year, Maryland Consumer Rights Coalition (2008)
- Appointed Member, Governor O'Malley's Homeownership Preservation Task Force (2007)

7. I also have provided regular training for other attorneys, housing counselors, other professionals, and the public in Maryland and around the country. A sample of this work includes:

**2008**

- Maryland Cash Campaign  
Title: Money Power Day
- Homeowner Retention Workshop  
Sponsor: Congressman Elijah Cummings
- Consumer Rights Litigation Conference in Portland, OR  
Title: Foreclosure



- The Maryland Institute for Continuing Professional Education of Lawyers, Inc.  
Title: Advanced Real Property Institute

**2009**

- Consumer Rights Litigation Conference in Philadelphia, PA  
Title: Foreclosure Consultant and Loan Modification Scams
- Homeowner Retention Workshop  
Sponsor: Congresswoman: Donna Edwards
- Homeowner Retention Workshop  
Sponsor: Congressmen: Steny Hoyer

**2010**

- Maryland Department of Housing and Community Development and Civil Justice Inc.  
Title: New Foreclosure Prevention 101-A Beginner's Guide

**2011**

- Judicial Institute of Maryland  
Title: Consumer Protection Law
- Homeowner Retention Workshop  
Sponsor: Maryland Department of Housing & Community Development

**2015**

- Mortgage Training Conference in Washington, DC  
Title: Discovery: Getting the Information You Need
- Maryland State Bar Association Solo Day  
Title: Doing Well by Doing Good: How to Spot a Good Consumer Case

**2016**

- Mortgage Training Conference in Boston, MA  
Title: Litigating Mortgage Cases Parts 1, 2, and 3
- Consumer Rights Litigation Conference in Anaheim, CA  
Title: Litigating Servicing Cases: Preparing and Presenting Mortgage Misconduct at Trial

**2017**

- Fair Debt Collections Conference in New Orleans, LA  
Title: FDCPA Claims Related to Mortgage Servicing

- Mortgage Training Conference in Philadelphia, PA  
Title: Dealing with Distressed Mortgage Purchasers
- Consumer Rights Litigation Conference in Washington, DC  
Title: Discovery Issues in Mortgage Servicing and Foreclosure Litigation

**2018**

- Practicing Law Institute in San Francisco, CA  
Title: Representing the Pro Bono Client: Consumer Law Basics 2018
- NAACP, Prince George's County Chapter  
Title: Foreclosure Defense Workshops
- Consumer Rights Litigation Conference in Denver, CO  
FDCPA Claims and Mortgage Foreclosures

**2019**

- Consumer Rights Litigation Conference in Boston, MA  
Newcomers Breakfast Host

**2021**

- Make the Right Mortgage Decision for You (virtual)  
Sponsor: Montgomery County Office of Consumer Protection
- Mortgage Training Conference (virtual)  
Title: Litigation: Taking the Deposition of the QWR Rep
- Dealing with Mortgages and COCs During COVID-19 (virtual)  
Sponsor: City of Takoma Park & Civil Justice Inc.
- Consumer Rights Litigation Conference (virtual)  
Using Violations of Mortgage Servicing Rules without Private Rights of Action as Predicates for FDCPA and UDAP Claims
- Understanding the Maryland Homeowner Assistance Fund, Moderator (virtual)  
Sponsor: Montgomery County Office of Consumer Protection

**2022**

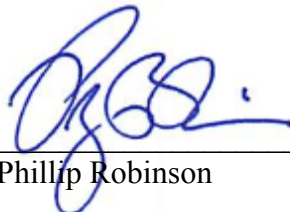
- Preventing Home Foreclosures in Oregon in Portland, OR  
Sponsor: Oregon State Bar

- Mortgage Training Conference in St. Louis, MO  
Title: Litigation: RESPA Updates
- Defending Zombie Second Liens in Baltimore, MD  
Sponsor: Pro Bono Resource Center

8. Since 2004 through the present, I have also testified by invitation and otherwise before the Maryland General Assembly and Congressional committees relating to consumer protection laws. I have also participated in drafting these laws. I was also invited by the White House and attended the ceremony where President Obama signed the Dodd-Frank Act into law.
9. Neither I nor my co-counsel or the Named Plaintiff Joseph Furlong have any interests that are antagonistic to the class or that would adversely affect any of us from acting as class counsel or named representative in this action. Rather, each of us agreed to pursue this action to provide the rights of vulnerable consumers who have a common problem created by Carvana's broken promises to timely provide permanent registration and title information to some of the vehicles it sells across the country.
10. Joseph Furlong has and will continue to protect the interests of the Class members in the prosecution of this action. He has remained in regular contact with counsel and is prepared to answer the Defendant's discovery requests and appear for his deposition and court proceedings as necessary.

I swear under penalty of perjury and upon personal knowledge that the foregoing is true and correct to the best of my knowledge.

Executed on October 31, 2022

  
\_\_\_\_\_  
Phillip Robinson

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

DANA JENNINGS, <i>et al.</i> ,	:	
<i>individually &amp; on behalf of all others</i>	:	
<i>similarly situated,</i>	:	
	:	
Plaintiffs,	:	
	:	
v.	:	Civil Action No. 5:21-cv-
05400	:	
	:	
CARVANA, LLC	:	
	:	
	:	
Defendant.	:	

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# EXHIBIT A

TO

**DECLARATION OF PHILLIP ROBINSON**

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**Phillip R. Robinson, Esq.**

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**LIST OF SAMPLE REPRESENTATIVE CONSUMER LAW CASES**

*Keneipp v. Fountainhead et al.* (Civil Action No. 03-cv-02813-WMN) and *Johnson v. Fountainhead* (Civil Action No. 03-cv-03106-WMN) (November 2, 2005)

- Appointed Class Counsel by the federal court in matters which settled and returned 100% of over charges to Maryland homeowners deceived as part of illegal kick-back and referral scheme.

*Greer v. Crown Title Corp.*, Cir. Ct. Balt. City, Case No. 24-C-02001227 (September 2005)

- Appointed Class Counsel by state circuit court in matter which settled and returned 130% of over charges to Maryland homeowners deceived as part of illegal kick-back and referral scheme

*Shorb et al. v. Draper & Goldberg, PLLC*, Cir. Ct. of Fred. Cty., Case No. 10-C-04-002942 (October 2005)

- Successfully petitioned for a modification to proposed *cy pres* award to include an award to Civil Justice to provide prospective relief to consumers who had been victim of certain predatory real estate practices while facing foreclosure and in bankruptcy.

*Benway v. Resource Real Estate Services*, 239 F.R.D. 419, (D.Md. 2006)

- Appointed Class Counsel by federal court in nationwide illegal kick-back and referral scheme.

*Robinson v. Fountainhead Title Group Corp.*, 447 F.Supp.2d 478 (D.Md. 2006); 252 F.R.D. 275 (D.Md. 2008)

- Appointed Class Counsel by federal court in largest illegal kick-back and referral scheme in Maryland history.

*Taylor v. Savings First et al.*, Cir. Ct. Balt. City, Case No. 24-C-02001635 (January 2008).

- Appointed Class Counsel by state circuit court in mortgage broker fee scheme resulting in more than \$8,000,000 being returned to class members. Appointed Class Council by state circuit court in certified class action against Wells Fargo.

*Proctor v. Metropolitan Money Store Corp.*, 645 F.Supp.2d 464, 483 (D.Md.2009); *Winston v. Regional Title & Escrow LLC*, (U.S. Dist. Ct., Civ. Act. No. 08-2633-RWT) (D.Md. 2009)

- Appointed Class Counsel for a settlement class representing part of the single largest foreclosure rescue scheme in the country with the Metropolitan Money Store Corporation.

*Geesing v. Matthews*, Balt. Cir. Ct. Civ No. 24-O-10001394 (Jan. 2011)

- Counsel in class action Motion to Dismiss on behalf of a group of Defendants facing foreclosure based upon robo-signed documents upon which the witness testimony presented to the state courts was not based upon any personal knowledge by the affiant who testified otherwise; result in the dismissal of more than 200 similar pending actions in the state.

*Hauk v. LVNV Funding, LLC*, 749 F. Supp. 2d 358 (D. Md. 2010)

- Counsel in class action in which the Court granted denied motion to dismiss by unlicensed collection. Case settled and provided significant relief to class in the form of dismissal of thousands of collection cases, credit correction and promises not to collect upon accounts valued at more than \$9,000,000.

*Johnson v. Midland Funding, LLC*, Case No.: 1:09-cv-02391-RDB (2010)

- Counsel in settlement class action involving an unlicensed collection. Case settled and provided significant relief to class in the form of over 5,000 collection actions being dismissed in state court, cash payments to class members, and licensure of Defendants with state.

*Bradshaw v. Hilco Receivables, LLC*, 725 F. Supp. 2d 532 (D. Md. 2010), 765 F. Supp. 2d 719 (D. Md. 2011)

- Counsel in class action in which the Court granted summary judgment in favor of the class for unlawful debt collection by a collection agency without a license which was a violation of federal and state consumer protection statutes; Court had previously struck Defendants' affirmative defenses for not complying to new, federal pleading standards. Case settled and provided significant relief to class in the form of credit correction and promises not to collect upon accounts valued at more than \$16,000,000.

*Winemiller v. Worldwide Asset Purchasing, LLC*, 1:09-CV-02487, 2011 WL 1457749 (D. Md. Apr. 15, 2011)

- Counsel in class action in which court denied Defendants' motion to dismiss and found as a matter of law that corporate, publically traded corporations could be liable for the illegal collection activities of the subsidiary collection agency. Case settled and provided significant relief to class in the form of credit correction and promises not to collect upon accounts valued at more than \$10,000,000.

*Gardner v. Montgomery County Teachers Fed. Credit Union*, 1:10-CV-02781-JKB, 2012 WL 1994602 (D. Md. June 4, 2012)

- Counsel in putative class action in which the Court granted summary judgment in favor of named plaintiff in Truth in Lending Act case filed concerning the illegal security interests assumed by the defendant credit union related to credit cards issued by the credit union to its members.

*Castillo v. Nagle & Zaller, PC*, CIV.A. WDQ 12-cv-2338 (2013)

- Class counsel in \$300,000 settlement with unlicensed collection agency law firm which utilized nonattorney employees to collect.

*Rand v. Main Street Acquisition Corporation*, Cir. Ct. for Balt, Civ No. 24-O-13-004864 (2015)

- Appointed class counsel and obtained final approval in class action settlement involving over 250 void judgments that resulted in the deletion of more than \$1,000,000 in judgments from the public records and other relief to the class.

*Turner v. Asset Acquisition Group, LLC*, Cir. Ct. for Balt, Civ No. 24-C-13-004861 (2015)

- Appointed class counsel and obtained final approval in class action settlement involving over 60 void judgments that resulted in the deletion of nearly \$300,000 in judgments from the public records and other relief to the class.

*Baumgardner v. Blatt*, Cir. Ct. for Anne Arundel County, Civ. No. C-02-CV-14-000785 (2015)

- Appointed class counsel in matter against collector utilizing Maryland courts to knowingly collect upon void judgments.

*Martinez v. Grand Bel Manor Condominium, et al.*, Cir. Ct. for Montgomery County, Civ. Case No. 410129-V (2016)

- Appointed class counsel in matter involving unlawful debt collection by a condominium association and unlicensed debt collection by a management company.

*LVNV Funding LLC v. Finch*, 463 Md. 586, 207 A.3d 202 (2019)

- Counsel in certified class action obtained a reported decision reversing initial dismissal and thereafter obtained an order declaring thousands of pending consumer judgments void as a matter of law (and later amended to authorize a declaration declaring the judgments unenforceable) and obtained a jury verdict of \$38,630,344.00 (which was remitted to \$25,000,000).

*Barbely v. Dyck O'Neal Inc.*, Cir. Ct. for Anne Arundel County, Civ. Case No. 02-C-14-190995 (2016)

- Counsel in certified class action which eliminated several million in mortgage deficiencies allegedly owed for a class of 38 consumer mortgage loans.

*Wilcox v. Primestar*, Cir. Ct. for Anne Arundel County, Civ. Case No. 02-C-14-000099 (2016)

- Appointed Class Counsel in matter involving hundreds of class members subjected to unlicensed debt collection practices by an unlicensed mortgage debt buyer.

*Hansford v. Erin Capital Management, LLC*, Cir. Ct. for Baltimore City, Civ. No. 24-C-13-004860 (2016)

- Counsel in certified class action which resulted in the elimination of over 100 judgments entered against the class members statewide and the establishment of a \$250,000.00 common fund for the class.

*Jason v. Nat'l Loan Recoveries, LLC*, 227 Md. App. 516 (2016)

- Counsel in successful appeal reversing dismissal of putative class action at the motions to dismiss stage.
- Class Counsel for class-wide settlement which will vacate hundreds of state court judgments; waived any right to any attorney fees.

*Cain v. Midland Funding, LLC*, 452 Md. 141 (2017)

- Counsel in successful appeal of a putative class action which reversed the trial court's order compelling the plaintiff to arbitration

*Swann v. Pontus Capital Management LLC*, Cir. Ct. for Anne Arundel County, Civ. Case No. C-02-cv-15-2117 (2017)

- Class Counsel for class-wide settlement involving hundreds of class members subjected to unlicensed debt collection practices by an unlicensed mortgage debt buyer; waived any right to any attorney fees.

*Dazza v. Kirschenbaum, Phillips & Levy, P.C.*, No. CV RDB-16-3954, 2017 WL 1315510 (D. Md. Apr. 10, 2017) & *Doyle v. Frontline Asset Strategies, LLC*, No. CV RDB-16-3501, 2017 WL 1230819 (D. Md. Apr. 4, 2017)

- Counsel in putative class actions (consolidated by the court) against debt collection attorneys improperly using the state courts to collect upon void judgments; successfully defeated motions to dismiss.

*Murray v. Midland Funding, LLC*, 233 Md. App. 254, 163 A.3d 271 (2017)

- Counsel in successful appeal reversing the improper dismissal of putative class action.

*Jernigan et al. v. Protas, Spivok & Collins, LLC*, (U.S. Dist. Ct., Civ. Act. No. 1:16-cv-03058-ELH) (D.Md. 2017)

- Counsel in successful appeal reversing the improper dismissal of putative class action.

*Payne et al. v. Marriot Employees Federal Credit Union*, (U.S. Dist. Ct., Civ. Act. No. 2:18-cv-04009-WB) (E.D. Pa. August 2019)

- Appointed class counsel in case involving high-cost “mini-loans” in violation of the Truth in Lending Act
- Case settled and statutory damages of nearly \$600 per class member were secured for a \$45 per class member violation.

*Grayson v. Freedom Mortgage Corporation*, Cir. Ct. for Montgomery County, Civ. Case No. 444996-V (November 2019).

- Appointed class counsel in settlement class that returned substantial sums in excess of the improper fees imposed and collected.

*Graham v. Servis One, Inc.*, (U.S. Dist. Ct., Civ. Act. No. 2:18-cv-4377-WB) (E.D. Pa. November 2020)

- Appointed class counsel in settlement case in case mortgage servicing case involving claims for sums not lawfully due under the Bankruptcy Code and in violation of the Fair Debt Collection Practices Act

*Alexander v. Carrington Mortg. Servs., LLC*, 23 F.4th 370 (4th Cir. 2022)

- Successfully appealed dismissal of state law debt collection claims and obtained reversal of dozens of Federal court decisions interpreting the state debt collection statute
- Appointed class counsel in settlement on remand in case with a gross benefit of likely over \$40,000,000 to the class (case and future relief)

#### LIST OF SAMPLE IMPACT CASES

*Wells Fargo Home Mortg., Inc. v. Neal*, 398 Md. 705, 922 A.2d 538 (Md.,2007)

- Co-counsel for the *amici curiae*.

*Delph v. AllState Home Mortgage*, Mont. Cty. Cir Ct. Case No. 278020V (July 2008)

- First judgment in Maryland to find a payment-option-arm mortgage loan to be unfair and deceptive pursuant to the state UDAP statute; successful remand motion reported at 478 F. Supp. 2d 852 (D. Md. 2008).

*Griffin v. Bierman*, 403 Md. 186 (2008)

- Served as trial and appellate co-counsel for homeowner challenging the constitutionality of Maryland foreclosure notice requirements; the Court of Appeals denied the challenge but the published decision aided the legislative reforms enacted a month later by the legislature and has tipped the deference to homeowners in Maryland's foreclosure proceedings.

*New Towne Properties LLC v. Boyd*, Md. Court of Special Appeals (Case No. 2058) (unpublished) (10/17/2008)

- Served as co-counsel at the trial level and counsel at the appellate level for homeowners victimized by a foreclosure rescue scheme. In this first impression case, the appellate court upheld the lower court ruling in favor of homeowners and the protections of a new state law to protect vulnerable homeowners.

*Massey v. Lewis*, CIV. AMD 08-261, 2009 WL 6885028 (D. Md. Feb. 24, 2009)

- Served as counsel at the trial level for victim of wide ranging bankruptcy and mortgage fraud scheme which resulted in criminal and civil judgments. Through this representation, Ms. Massey received title to her home back as well as a judgment for damages and attorney fees in the amount of \$670,000.

*Harmon v. BankUnited*, CIV. WDQ-08-3456, 2009 WL 3487808 (D. Md. Oct. 22, 2009)

- Served as counsel in surviving a motion to dismiss a consumer protection act claim involving a payment option mortgage.

*Addison v. Lochearn Nursing Home, LLC*, 411 Md. 251, 983 A.2d 138 (2009)

- Served as trial and appellate co-counsel in opposing motion to compel arbitration; established that denials of motions to compel arbitration cannot be appealed in Maryland until a final order is entered in the trial court.

*Julian v. Buonassissi*, 414 Md. 641 (2010)

- Served as trial and appellant counsel for successful appeal to the Maryland Court of Appeals concerning the rights of mortgage backed security to property acquired by massive foreclosure rescue fraud in favor of client and victim.



*Boyd v. New Towne Properties LLC*, US Bank. Ct., for Md. Case No. 08-00357, Final Judgment (June 2010).

- Obtained final judgment of \$104,000 for victims of foreclosure rescue scheme; achieved previous settlements for clients which reformed mortgage to loan amount at the time of the scam resulting in a return of \$150,000 in equity.

*Hollidayoake v. JBL Mortgage Network, LLC*, et al, Anne Arundel Cir. Ct. Civ No. 02-C10-155944 (2012)

- Served as lead counsel for all pre-trial and trial purposes; presented plaintiff's Real Estate Settlement Procedures Act and state unfair and deceptive practice claims against mortgage defendants in six-day jury trial concerning the arrangement of payment option mortgages for a 72 year old consumer.

*Marchese v. JPMorgan Chase Bank, N.A.*, 917 F. Supp. 2d 452 (D. Md. 2013)

- Served as lead counsel through motions to dismiss stage and obtained favorable ruling that state law claims were properly stated against mortgage servicer for botched loss mitigation efforts.

*In re Bolthouse*, Case no. 10-17021 (*Bolthouse v. PHH Mortgage Corporation (U.S.B.C. Md.)*)(July 22, 2013)

- Obtained \$175,000 non-confidential settlement for homeowners seeking judgment for botched modification attempts under federal and state law.

*Schneck v. SunTrust Mortgage, Inc.*, Case No. Case No.: 11-1878—CCB (D. Md. 2013)

- Obtained \$175,000 judgment for homeowners seeking judgment for botched modification attempts under federal and state law.

*Hastings v. Ocwen Loan Servicing, LLC*, No. CIV.A. GLR-14-2244, 2014 WL 7188784, at \*1 (D. Md. Dec. 16, 2014)

- Serving as counsel in breach of a loan modification agreement and settlement agreement case brought under federal and state law.

*Rizwan v. Lender Servs. Inc.*, 176 F. Supp. 3d 513 (D. Md. 2016)

- Successfully obtained remand of improperly removed counterclaims filed in a foreclosure case.

*Ceccone v. Carroll Home Servs., LLC*, 454 Md. 680, 165 A.3d 475 (2017)

- Counsel for *Amici Curiae* in precedent case establishing limits on a business' attempting to contract away its liability for consumer protection claims.

*Hackett v. Bayview Loan Servicing, LLC*, No. 8:18-CV-01286-PX, 2019 WL 1934672, at \*1 (D. Md. Apr. 30, 2019)

- Successfully obtained remand of improperly removed class action case.

*Gillis v. Household Fin. Corp. III*, No. GJH-18-3923, 2019 WL 3412621 (D. Md. July 29, 2019)

- Successfully defendant motion to dismiss in mortgage servicing abuse case

*Roos v. Seterus, Inc.*, No. CV RDB-18-3970, 2019 WL 4750418, at \*1 (D. Md. Sept. 30, 2019)

- Successfully defendant motion to dismiss in mortgage servicing abuse case.

*Banks v. Rushmore Loan Services*, Montgomery Cir. Ct., Maryland Civ No. 444995-V

- Successfully defendant motion to dismiss in mortgage servicing abuse case.

*Andrews & Lawrence Pro. Servs., LLC v. Mills*, 467 Md. 126, 223 A.3d 947 (2020)

- Counsel for *Amici Curiae* in precedent case establishing the Maryland Consumer Protection Act applies to debt collection attorneys.

*White v. NewRez LLC*, No. CV RDB-20-1259, 2020 WL 4748539, at \*1 (D. Md. Aug. 17, 2020)

- Successfully obtained remand of state law claims incorporating federal law in a case of first impression related to the collectors' fee harvesting program to impose and collect convenience fee assessments to consumers for accepting payments by telephone or over the Internet.
- On remand to state court case settled on a class-wide basis returning 200% of the overcharges paid by class members and defendant stopped practices

*Harris v. Nationstar Mortg. LLC*, No. CV CCB-19-3251, 2020 WL 4698062 (D. Md. Aug. 13, 2020)

- Successfully survived motion to dismiss federal and state law claims in a mortgage servicing abuse case where the mortgage servicer imposed fees and charges not owed as a matter of law and also failed to conduct any reasonable investigation.

*Wheeling v. Selene Fin. LP*, 473 Md. 356, 250 A.3d 197 (2021)

- Successfully appealed and defended remedial statute passed to protect protected tenants and former owners in possession of their former properties from unlawful threats of eviction based on no reasonable investigation by mortgage servicer.

*Cain v. Midland Funding, LLC*, 475 Md. 4, 256 A.3d 765 (2021)

- Successfully appealed individual questions of unlawful debt collection challenging predatory debt collection practices.

*Nationstar Mortg. LLC v. Kemp*, 476 Md. 149, 258 A.3d 296 (2021)

- Successful appeal against mortgage entities charging property inspection fees against borrowers' mortgage accounts that was in violation of Maryland's usury laws.
- Holding reversed dozens of adverse Federal and lower court decisions interpreting the scope of the state debt collection statute.

*Newsom v. Brock & Scott, PLLC*, 253 Md. App. 181, 264 A.3d 283 (2021)

- Successful appeal against directed verdict at trial in favor of debt collection law firm, interpreting mortgage fraud statute, and state debt collection statute.
- Holding was state debt collection statute governs foreclosure activities in contrast with FDCPA.

*Simmons v. Maryland Mgmt. Co.*, 253 Md. App. 655, 269 A.3d 369, 664, cert. denied, 276 A.3d 615 (Md. 2022)

- Successful appeal of debt collection claims against collectors and their clients based on time barred debts.

*Lyons v. PNC Bank, Nat'l Ass'n*, 26 F.4th 180 (4th Cir. 2022)

- Successful appeal defending Dodd-Frank's ban on arbitration.

*Morgan v. Caliber Home Loans, Inc.*, 26 F.4th 643 (4th Cir. 2022)

- Successful appeal of RESPA appeal on the scope of the statute after Dodd-Frank related to the Second Circuit's decision in *Naimoli v. Ocwen Loan Servicing, LLC*, 22 F.4th 376 (2d Cir. 2022)

Note: Many of the above cases are co-counseled actions and some were solely as lead counsel.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**JOSEPH A. FURLONG,**

On his individual behalf and *on  
behalf of other similarly situated  
persons,*

Plaintiff,

v.

**CARVANA, LLC**

Defendant.

Case No.: 5:21-cv-05400-EGS

**DECLARATION OF BRENT SNYDER**

Brent Snyder, being of lawful age, declares:

1. I have personal knowledge of the facts set forth herein.
2. I submit this declaration in support of my client, Joseph Furlong, and the Motion for Class Certification pursuant to Rule 23 herein.
3. I have been admitted to practice before this Court, *Pro Hac Vice* in this matter. I am admitted in the State Courts of Tennessee, The Eastern, Middle, and Western Districts of Tennessee and the Sixth Circuit Court of Appeals. I am a 2001 graduate of the University of Tennessee College of Law.
4. Since 2011, I have focused my practice in consumer protection litigation, including predatory mortgage lending, fair debt collection practices, auto fraud litigation, fair credit reporting, student loan disputes, and consumer class actions. Additionally, I have practiced consumer litigation in connection with Chapter 7 and Chapter 13

bankruptcies in the Eastern District of Tennessee for debtors and on behalf of Chapter 7 trustees since 2001.

5. I have not previously been appointed to serve as class counsel but have worked on putative class actions prior to class certification. In this matter I am supervised by experienced class counsel; Robert Cocco and Philip Robinson.
6. I have also represented hundreds of consumer debtors in both the state and federal litigation since 2011 including *Watson v. Financial Accounts Service Team, Inc.*, 2017 WL 1404532 (E.D. Tenn. 2017); *McClanahan v. Mediacredit, Inc.*, 2019 WL 1755504 (M.D. Tenn. 2019) & 2020 WL 6204419 (M.D. Tenn. 2020); *Stanton v. Cutter Honolulu, Inc.* 2019 WL 11553474 (D. Haw. 2019); *Hill v. Winnebago Industries, Inc.*, 2018 WL 5721947 (M.D. Tenn. 2018); *Phibbs v. Revenue Recovery Corporation*, 2017 WL 10439789 (E.D. Tenn. 2017); *Pritchard v. Portfolio Recovery Assoc., LLC*, 2015 WL 13757783 (E.D. Tenn. 2015); *Dickerson v CBET, Inc.*, 2015 WL 12953183 (E.D. Tenn. 2015).
7. Given my experience as a bankruptcy practitioner I can aver that it is possible to identify from a simple search of PACER individuals who have filed for Chapter 7 or 13 bankruptcy. The PACER system tracks filing and discharge dates that can be applied to Carvana records and exclude persons who are not eligible to join the class.
8. In the course of my career, I have presented multiple lectures or presentations related to my practice including the following:
  - Speaker, Community Law Program on yearly basis (with the exception of during Covid-19) (Knoxville, TN);
  - Speaker, Issues in Real Estate Foreclosure, January 13, 2015 (Knoxville, TN);

- Speaker and Counselor at Knox County Legal Aid, Consumer Debt Clinic since its inception in 2018 on a semi-annual basis.

9. My professional memberships include: the National Association of Consumer Advocates (Tennessee State Chair) and Knoxville Bar Association.
10. Neither I nor my co-counsel nor the Named Plaintiff have any interests that are antagonistic to the class or that would adversely affect any of us from acting as class counsel or named representatives in this action.
11. Mr. Furlong will continue to protect the interests of the Class members in the prosecution of this action. He has remained in regular contact with my co-counsel and has expressed a willingness and ability to answer questions and appear for court proceedings and depositions as necessary and appropriate.

I swear under penalty of perjury and upon personal knowledge that the foregoing is true and correct to the best of my knowledge.

Executed on October 31, 2022



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Brent Snyder